

PROPOSED

JOINT WESTERN AREA COMMITTEE AGENDA

SUBMITTED BY THE

WESTERN MASTER FREIGHT DIVISION

MEETINGS OF AUGUST 12, 13, 14, 15, 16, 1968

SAN FRANCISCO HILTON HOTEL

SAN FRANCISCO, CALIFORNIA

JOINT SESSION OF THE FULL COMMITTEE - San Francisco Hilton -  
2:00 P.M. - Monday, August 12, 1968

1. Approval of the Minutes of the JWAC Sessions held May , 1968.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the August sessions of the JWAC.
4. Naming of members of the Main Committee and Sub-Committees.
5. Communications.
6. Other procedural or policy matters to come before the JWAC.
7. ADJOURNMENT.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 180, Los Angeles, California

Change of Operations Company involved: Los Angeles-Seattle Motor Express

Clarification 2-4-1169 This grievance is filed against Los Angeles-Seattle Motor Express because the Company is turning the Los Angeles sleeper teams at Corning, California with Portland sleeper teams when they have loads destined for Seattle, Washington.

On June 8, 1968, Arthur Beppe and McIlwain were dispatched out of Los Angeles to Corning, California with a load for Tacoma, Washington and a Seattle destination on the trip envelope. The Company took this load away from Beppe and McIlwain when they arrived in Corning and gave it to a team domiciled in Portland and sent Beppe and his partner back to Los Angeles. They then dispatched the team from Portland back to Seattle with instructions for one of the drivers to get off of the truck in Portland and for the other one to solo on to Seattle and return.

Local 180 is therefore asking for the difference in miles from Corning to Seattle and return for Beppe and his partner at the applicable rate.

Case #SC-7-8-1360.

JSC Motion: That under the basis of the filing, this case be referred to the Change of Operations Committee of the Joint Western Area Committee for clarification of the meaning as outlined.

Deadlocked Southern California JSC July 10, 1968.

(Case #2-4-1169 was also clarified by Case #8-5-1978)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # 8-5-1967 United-Buckingham Freight Lines  
483, Boise, Idaho  
Change of Operations Local involved: 741, Seattle, Washington  
Clarification Local 741 demands United-Buckingham to cease and desist operating such runs as Boise-Yakima, Pasco-LaGrande - Seattle until the operations have been discussed with the affected Local Unions and authorization has been approved by the Change of Operations Sub-Committee of the Joint Western Area grievance procedure.

Case #2061 (U).

JSC Motion: This case is referred to the Change of Operations Committee of the JWAC for the purpose of clarifying whether the operations complained of are or are not in violation of the Change of Operations Case #8-5-1967. Motion Carried.

Washington JSC date of action, April 18, 1968.

May, 1968 JWAC Action: This case is Postponed, with the request that Local 483 be given notice and an opportunity to appear.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Lee Way Motor Freight, Inc.  
2-8-3507

Change of Operations Locals involved: 104, Phoenix, Arizona  
224, Los Angeles, California  
310, Tucson, Arizona

PRESENT OPERATION:

Clarification The Company presently operates two schedules per day, Mondays through Fridays from Los Angeles, California to Tucson, Arizona via Yuma, Arizona.

- (1) Four drivers are domiciled in Los Angeles who run Los Angeles to Yuma, layover and return to Los Angeles with two of the four drivers working on alternating days.
- (2) Two drivers are domiciled in Yuma, Arizona who run Yuma to Tucson, lay over and return to Yuma.
- (3) Two drivers are domiciled in Tucson, Arizona and run Tucson to Yuma, lay over and return to Tucson pulling against the Yuma domiciled drivers on alternate days.

The drivers domiciled in Los Angeles are members of Local 224 and the drivers domiciled in Yuma and Tucson are members of Local 310.

PROPOSED OPERATION:

- (1) Run the present two schedules per day, Mondays through Fridays from Los Angeles to Phoenix, Arizona, lay over and return to Los Angeles utilizing Los Angeles domiciled drivers.

There will be no redomicile of Los Angeles drivers involved.

- (2) Run the same two schedules per day, Mondays through Fridays from Phoenix to Tucson to Phoenix on a turnaround basis with drivers domiciled in Phoenix.

This change will eliminate the work of the two drivers presently domiciled in Yuma and the two drivers domiciled in Tucson.

There will be work established in Phoenix for two drivers.

The Company will offer employment to the displaced Yuma and Tucson domiciled drivers in the manner as established by the Change of Operations Committee in accordance with the applicable terms of the National Master Freight Agreement and the Western States Area Over-The-Road Supplemental Agreement.

The Company desires to effect this change at the earliest possible date and will pay the moving costs of drivers who are required to redomicile in accordance with the applicable terms of the Union Agreement.

(Continued)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #  
2-8-3507

Lee Way Motor Freight, Inc. (Continued)

Change of  
Operations

Locals involved:

104, Phoenix, Arizona  
224, Los Angeles, California  
310, Tucson, Arizona

Clarification

February, 1968 Decision: M/m/s/c/ that in Case #2-8-3507, the operational change proposed be approved as clarified on the record with the following provisos:

- (1) The two Phoenix-Tucson-Phoenix turnaround runs shall be offered on a seniority basis to the four Local 310 drivers who are operating the runs between Yuma and Tucson at the time this operational change is put into effect. And if any of the four elect to move to Phoenix, their seniority rights on those turnaround runs shall be governed by Article 5, Sect. 5(e).
- (2) If none of the Local 310 drivers who have been operating between Yuma and Tucson elect to move to Phoenix, then the two displaced drivers shall be offered employment at Phoenix under the provisions of Article 5, Section 5 (b) (2).
- (3) That any drivers displaced as a result of the change be offered work opportunities elsewhere in the Company's system ahead of new hires.
- (4) That this operational change be placed into effect no sooner than March 30, 1968.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
2-8-3511

O.N.C. Motor Freight System

Change of  
Operations

Locals involved: 70, Oakland, California  
85, San Francisco, California

PRESENT OPERATION:

Clarifica-  
tion

1. We now are operating terminals at both Oakland and San Francisco, performing pick up and delivery work at each.
2. Oakland terminal employees, members of Local 70, are performing regular pick up and delivery work within the jurisdictional territory of Local 85.
3. Freight picked up by Local 70 members in Local 85 territory is returned to the Oakland barn where it is worked.

PROPOSED OPERATION:

1. Continue to operate both Oakland and San Francisco terminals.
2. Return all work presently being performed by Local 70 members in Local 85 territory to Local 85. This work will then be consolidated with the present San Francisco routes to form new routes, such new and consolidated routes to all be handled out of our San Francisco terminal.
3. Opportunity for Oakland employees affected by the change to work in San Francisco will be in accordance with the provisions of the current National Master Freight Agreement and the decision of the Change of Operation Committee.
4. Opportunity to transfer into Local 85 by Local 70 employees will be handled in the following manner, based on the availability of work:
  - (a) The Company will post a job opportunity bid sheet for interested employees to sign.
  - (b) The bid sheet will be posted for 7 days only.
  - (c) Awards will be made based on seniority and qualifications.
  - (d) Opportunity for consideration for transfer will not extend beyond the seventh day of the posted bid sheet. Only those employees who have signed the sheet will be given consideration.
  - (e) There will be no subsequent transfer opportunities offered.
5. The effective date of this change is to be March 4, 1968.

February, 1968 JWAC Action: The operational change be approved with the following provisos:

- (1) The initial additional jobs in San Francisco shall be offered to the Oakland employees on a seniority basis and the successful bidders shall have their seniority in San Francisco under the provisions of Article 5, Section 5 (b) (2) of the National Master Freight Agreement.
- (2) For a period of three years after the effective date of the change the Company shall offer jobs available in San Francisco to laid-off Oakland employees in seniority order and if they accept such employment they shall have their seniority at San Francisco under the provisions of Article 5, Section 5 (b) (2); one offer per employee shall satisfy this requirement.
- (3) This change shall be effective at such time as the Company's new San Francisco terminal is ready and the job openings shall be posted for bid not later than seven days prior to that time. Motion Carried.

(Continued on Following Page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # O.N.C. Motor Freight System  
2-8-3511

Change of Locals involved: 70, Oakland, California  
Operations 85, San Francisco, California

Clarification May, 1968 JWAC Action: That the February, 1968  
decision of this committee in Case #2-8-3511 be ratified and  
confirmed in all particulars, with the following clarification:  
The use of casuals from the Local 85 hiring hall shall not  
constitute a violation of that decision; any casual who  
acquires seniority with the Company under the 13-day rule  
shall not constitute a violation of that decision, and any  
interim agreement arrived at by the Company and the two  
Local Unions pending the issuance of this clarification shall  
not constitute a violation of that decision. Motion Carried.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pacific Intermountain Express  
2-8-3671

Change of Locals involved: 313, Tacoma, Washington  
Operations 378, Olympia, Washington

The employer, Pacific Intermountain Express, stationed a piece of tanker equipment temporarily in the Olympia area. At this time business has changed to the extent that it is desired that this equipment and the man to operate the same be located permanently at the Olympia, Washington location, and the Company asks for an order of the Change of Operations Committee authorizing this. The reason that the three unions are listed as being interested and have been consulted is that this equipment was originally moved from Seattle to Olympia and has been operated at various times by a member of Local 741 and a member of Local 313, coupled with the fact that it is now being moved into the jurisdiction of the Olympia Local 378. The Employer feels that this new operation should probably be bid and requests the advice and ruling of this committee as to how this should be bid, and whether it should be offered only to members of the Olympia Local, or perhaps to members of the Olympia Local, Tacoma Local and the Seattle Local. The equipment is presently being operated by a member of Seattle Local.

February, 1968 JWAC Action: This case be remanded back to the parties and this committee retain jurisdiction.

May, 1968 JWAC Action: Postponed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 180, Los Angeles, California,  
5-8-3719 Local 224, Los Angeles, California

Change of Company involved: Milne Truck Lines  
Operations

Clarification The following drivers at Milne Truck Lines are protesting the application of seniority which they were involved in under the Change of Operation granted Milne Truck Lines by the Joint Western Area Committee whereby in Case #5-8-3719 two men who were to be redomiciled in Los Angeles and were granted predecessor seniority Henry Carrillo, Frank Garcia and Edward Barragan are protesting this for the following reasons:

- (1) These drivers also had seniority with this predecessor Company and were not given their seniority with the predecessor Company.
- (2) Frank Garcia and Edward Barragan were with the predecessor Company before the two men from Yuma, Arizona who were granted theirs and by this decision this moves the two men from Yuma ahead of them on the seniority list. Local 180 therefore on behalf of these drivers is asking for a clarification of the decision in this case.

Case #SC-7-8-1362.

JSC Motion: That this case be referred to the Change of Operations Committee of the JWAC for clarification of Case #5-8-3719. Motion Carried.

Local 224 hereby requests a clarification of Change of Operations Case #9-489 heard in 1962 and Case #5-8-3719 with respect to the following:

Local 224 member Herschel Wright requests that his seniority date be changed on roster to comply with decision in Change of Operations Case #5-8-3719, contending that in 1963 when he and Teeters moved to Los Angeles from Yuma they were placed at bottom of seniority roster, and now two additional men have moved to Los Angeles and dovetailed with full seniority accrued from Wells Truckaway.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-8-3720

Milne Truck Lines, Inc.

Change of  
Operations

Locals involved: 180, Los Angeles, California  
222, Salt Lake City, Utah  
224, Los Angeles, California  
467, San Bernardino, California  
631, Las Vegas, Nevada

PRESENT OPERATION:

- (a) Three (3) bid single man runs per night, six (6) nights per week, from Salt Lake City, Utah to St. George, Utah, lay and return, operated by six (6) Salt Lake City domiciled drivers.
- (b) Two (2) regular single man runs per night, six (6) nights per week, from St. George, Utah, to Salt Lake City, Utah, lay and return, operated by a four man rotating board at St. George, known as the "A" Board.
- (c) Four (4) regular single man runs per night, six (6) nights per week, St. George, Utah, to Barstow, California, lay and return, operated by a nine (9) man rotating board at St. George, Utah, known as the "B" Board.
- (d) A three (3) man rotating board at St. George, Utah, known as the "C" Board, which pulls St. George - Las Vegas turn-arounds and extra St. George - Salt Lake City runs as freight requires.
- (e) A four (4) man extra board at St. George, Utah.

NOTE: All of the above referred to drivers are members of Local 222, Salt Lake City, Utah, and are on a common line seniority list.

- (f) Four (4) Barstow - Los Angeles - Barstow turnaround runs per day, six (6) days per week, operated by four (4) drivers domiciled at Barstow, California, members of Local 467.
- (g) Pursuant to agreement, the Los Angeles extra board (Local 224) is entitled to pull the fifth Utah destined load from Los Angeles six (6) nights per week as far as Las Vegas, and also the sixth (6th) Utah destined load five (5) nights per week as far as Las Vegas.
- (h) The overflow over and above the runs referred to above are operated by Los Angeles domiciled sleeper teams, (2 teams, (4 men).

PROPOSED OPERATION:

- (1) Eliminate the Los Angeles to Salt Lake City sleeper operation. The four displaced sleeper drivers will be offered employment opportunities at Los Angeles.
- (2) Eliminate the Barstow - Los Angeles turnaround operation. The four displaced Barstow drivers will be offered employment opportunities at Los Angeles, and the Company suggests that their seniority be dovetailed on the Los Angeles line seniority list.

(Continued)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Milne Truck Lines, Inc. (Continued)  
5-8-3720

Change of  
Operations

PROPOSED OPERATION:

- (3) Bid one (1) additional run per night, six (6) nights per week, from Salt Lake City to St. George. (This will require two (2) additional men to be domiciled at Salt Lake City).
- (4) Bid one (1) St. George - Las Vegas - St. George turnaround, six (6) nights per week. (This will absorb one (1) man domiciled at St. George).
- (5) Bid two (2) single man runs per night, six (6) nights per week, from Los Angeles to St. George, lay and return, to be operated by Los Angeles domiciled drivers. (This will absorb four (4) Los Angeles domiciled men).
- (6) Eliminate the St. George-Barstow "B" Board operation as described in Paragraph (c) of the present operation shown above, and terminate all existing agreements insofar as such "B" Board is involved. In lieu thereof, bid four (4) single man runs per night, six (6) nights per week, from St. George to Los Angeles, lay and return, to be operated by St. George domiciled men. (This will absorb eight (8) men domiciled at St. George).
- (7) Eliminate the existing "C" Board at St. George, and terminate all existing agreements and understandings insofar as the "C" Board is concerned.
- (8) Maintain a rotating extra Board at St. George, Utah, the size of such board to be determined by the Company's operational needs from time to time.
- (9) Terminate the existing agreement requiring that the 5th and 6th Utah destined loads out of Los Angeles be pulled by the Los Angeles extra board as described in Paragraph (g) above.
- (10) Overflow freight to be handled as operating conditions require by extra boards at Salt Lake City, St. George, and Los Angeles.
- (11) The Company proposes to rebid all of the regular positions as established in the proposal set forth above so that all of the affected drivers may exercise their seniority (as determined by the Change of Operations Committee) on those positions.

May, 1968 JWAC Action: The committee will retain jurisdiction until the August, 1968 JWAC.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-8-3894

Local 208, Los Angeles, California

Change of  
Operations

Company involved: I.M.L. Freight, Inc.

Clarification

On approximately April 26, 1968 I was a member of Local 208 and the Company said there was a position available on the (224 Local) line to Vegas. I accepted position in good faith not knowing that a month later I.M.L. would close the Las Vegas branch. I am claiming to be restored to my rightful position on the 208 seniority board under the above mentioned Article and Sections. Signed: Pete R. Castillo, Jr.

Case #SC-7-8-1393.

JSC Motion: That due to the fact that Pete R. Castillo, Jr. transferred to Local 224 and worked 34 days in 224's jurisdiction and was laid off due to the closing of the Las Vegas terminal by Change of Operations Case #5-8-3894 and was re-hired by the Company as a local driver and placed on the bottom of the seniority roster with full Company seniority for fringe benefit purposes, therefore, under Article 5, Section 7 of the National Master Freight Agreement is referred to the Change of Operations Committee of the Joint Western Area Committee. Motion Carried.

Southern California JSC July 11, 1968.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Asbury Transportation Company  
8-8-3905

Change of Local involved: 87, Bakersfield, California  
Operations

Asbury Transportation Co., with the mutual consent of Teamsters Local 87, Bakersfield, California, has discontinued the operation of a five-times-weekly schedule originating in Taft, California, and turning at Los Angeles.

In view of the fact that the run has already been discontinued by mutual consent of the Company and Local 87, we request the Change of Operations Committee approve this change and also advise us as to the proper disposition of the driver involved, who is currently working vacation replacements.

AGREED-TO-CHANGE.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Consolidated Freightways (Bulk Commodities)  
8-8-3906

Change of Locals involved: 81, Portland, Oregon  
Operations 162, Portland, Oregon

The Company proposes to combine its Bulk Commodity  
Operation and its dry cement operation in Portland,  
Oregon.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-8-3907

California Motor Express, Ltd.

Change of  
Operations

Locals involved:

186, Santa Barbara, California  
381, Santa Maria, California

PROPOSED CHANGE:

- (1) The Vandenberg, Lompoc, Surf delivery area is to be taken out of the CME Santa Barbara terminal and run from the CME San Luis Obispo terminal.
- (2) Eliminate the domicile at Lompoc and serve that area directly from the CME San Luis Obispo terminal.
- (3) That area between the Lompoc-Santa Maria delivery area on the one hand, and the Goleta delivery area on the other, is to be interlined to another carrier. This interline area is to include :

|            |            |          |
|------------|------------|----------|
| Jalama     | Solvang    | Tajiguas |
| Los Alamos | Santa Ynez | Naples   |
| Los Olives | Las Cruces | Gary     |
| Buelton    | Gaviota    | Sisquoc  |
- (4) The CME Santa Barbara terminal is to be closed completely and the present Oxnard-Santa Barbara terminal delivery areas (excluding those areas mentioned above which are to be interlined or served from San Luis Obispo) is to be served from our existing Oxnard terminal.
- (5) The line driver now domiciled at CME Santa Barbara, Mr. Adams, is to be domiciled at the Oxnard terminal.
- (6) All of the above changes are to be accomplished July 8, 1968.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-8-3908

Consolidated Freightways

Change of  
Operations

Locals involved: 222, Salt Lake City, Utah  
483, Boise, Idaho  
983, Pocatello, Idaho

SALT LAKE CITY - BOISE

Present Operation:

- (1) One division per day between Boise and Idaho Falls - drivers domiciled at Boise. Drivers involved are Jessee Schoonover (3/16/43) and Walter Lamke (6/10/45)/
- (2) One division per day running three days per week from Boise to Salt Lake City. One driver domiciled at Boise - Gerald Osgood (1/26/43).
- (3) One division per day running three days per week from Salt Lake City to Boise. One driver domiciled at Salt Lake City - William Watson (run seniority 2/28/47).

Proposed Operation:

- (1) Eliminate the Boise-Idaho Falls daily schedule.
- (2) Change the Salt Lake City-Boise operation to run 5 days per week, with a Boise-domiciled man running each of these days to Salt Lake City and a Salt Lake City-domiciled man running each of these days to Boise. These runs may be direct or via one or more of the following cities: Pocatello, Twin Falls, Burley, Idaho Falls. This operation will require two men to be domiciled at Boise and two men to be domiciled at Salt Lake City. Presently there is one man (Gerald Osgood) domiciled at Boise and one man domiciled at Salt Lake City (William Watson) on this operation. Two Boise men (Jessee Schoonover and Walter Lamke) are on the Boise-Idaho Falls run being cancelled. One of these men would become the second Boise-based driver on this operation and the other man would come to Salt Lake City and be the second Salt Lake City-domiciled man on this operation.

The bid men would be dispatched on a three one week, two the next week basis, and the foreign man will go out first.

The dispatch of bid men from their domicile is subject to loads at their domicile (over and above those needed for the foreign drivers) being available for dispatch.

- (3) The Company may operate divisions between Salt Lake City or Boise on the one hand and Pocatello, Twin Falls, Burley and/or Idaho Falls on the other. Dispatches may be direct to these points or via one or more of these points.
- (4) The Company may operate turnaround runs between Salt Lake City, Pocatello, Twin Falls, Burley, and Boise or via any of these points provided the driver returns to his home domicile by the end of his tour of duty time as specified by the Department of Transportation regulations.
- (5) Dispatches as outlined in Items 3 and 4 will be run off the Salt Lake City and/or Boise extra board.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-8-3909

Consolidated Freightways

Change of  
Operations

Locals involved:

2, Butte, Montana  
983, Pocatello, Idaho  
222, Salt Lake City, Utah

Consolidated Freightways requests approval of the following  
Change of Operations:

SALT LAKE CITY - BUTTE

Present Operation:

- (1) One turnaround schedule per day between Salt Lake City and Pocatello with the driver domiciled at Salt Lake City-Wayne Williams (7/12/54).
- (2) One division per day between Pocatello and Butte with two drivers domiciled at Pocatello - Frank Kronberger (9/4/46) and Alfred Kyle (3/25/51).

Proposed Operation:

- (1) Eliminate the Salt Lake City-Pocatello turnaround schedule.
- (2) Eliminate the Pocatello-Butte division schedule.
- (3) Establish one division per day, five days per week, between Salt Lake City and Butte with two drivers domiciled at Salt Lake City. The division may be run direct to/from Butte or via Pocatello and/or Idaho Falls.
- (4) One man on the present Pocatello-Butte division be redomiciled at Salt Lake City.
- (5) The remaining road board at Pocatello will be used in short line work but only when needed to supplement the road operation functioning in that area.
- (6) The dispatch of these bid men out of Salt Lake City will be on a three one week, two the next week basis, and subject to loads being available for dispatch at Salt Lake City.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Consolidated Freightways, Inc.  
8-8-3910

Change of Local involved: 2, Butte, Montana  
Operations

Consolidated Freightways wishes to change live point on Butte-Great Falls turnaround from Butte to Great Falls; making run a Great Falls-Butte turnaround with driver M. W. Gerke being given opportunity to move to Great Falls and operate run from Great Falls when and if it runs.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-8-3911

Consolidated Freightways

Change of  
Operations

Locals involved:

31, Vancouver, B. C.  
741, Seattle, Washington

PRESENT OPERATION:

The Company operates turnaround runs between Seattle and Vancouver. Drivers are domiciled at both Seattle and Vancouver.

PROPOSED OPERATION:

Operate the turnaround from the Seattle end only and re-domicile the two Vancouver men presently on the run in Seattle.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Illinois - California Express, Inc.  
8-8-3912

|                         |                  |                              |
|-------------------------|------------------|------------------------------|
| Change of<br>Operations | Locals involved: | 208, Los Angeles, California |
|                         |                  | 224, Los Angeles, California |
|                         |                  | 357, Los Angeles, California |
|                         |                  | 495, Los Angeles, California |

Illinois-California Express is operating two terminals in the Los Angeles area. The Company intends to close the terminal at Vernon, California. All work in the Los Angeles area will be done out of its Southgate Terminal.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Lee Way Motor Freight, Inc.  
8-8-3913

Change of Operations Locals involved: 104, Phoenix, Arizona  
886, Oklahoma City, Okla.  
941, El Paso, Texas

PRESENT OPERATION

The Company presently operates four (4) schedules per day, Monday through Saturday from Phoenix, Arizona to El Paso, Texas and El Paso, Texas to Phoenix, Arizona.

- (1) Four (4) drivers are domiciled in Phoenix who run Phoenix, to El Paso, lay over and return to Phoenix, with two of the drivers working alternating days.  
Four (4) drivers are domiciled in El Paso who run El Paso to Phoenix, lay over and return to El Paso, with two of the drivers working alternating days
- (2) The Company presently operates three schedules per day, Tuesday through Saturday from Phoenix, to Ash Peak, and El Paso, to Ask Peak, on turnaround basis.  
The drivers domiciled in Phoenix are members of Local 104, and drivers domiciled in El Paso are members of Local 941.

PROPOSED OPERATION

- (1) Run the present four schedules five days per week Monday through Saturday, from Phoenix to El Paso, lay over and return to Phoenix, utilizing Phoenix domiciled drivers, with four drivers working alternating days. This change will eliminate the work of four drivers presently domiciled in El Paso. There will be work established in Phoenix for four drivers.
- (2) Run the presently three schedules per day, Tuesday through Saturday from Phoenix, to Duncan Port of Entry, and from El Paso to Duncan Port of Entry.  
This will not eliminate the work of any driver, or the change of domiciled drivers.

The Company will offer employment to the displaced El Paso, Phoenix drivers in the manner as established by the Change of Operations Committee in accordance with the applicable terms of the National Master Freight Agreement and the Western States Area Over-The-Road Supplemental Agreement.

The Company desires to effect this change at the earliest possible date and will pay the moving cost of drivers who are required to re-domicile in accordance with the applicable terms of the Union Agreement.

The Company Proposes the Following New Operation

PRESENT OPERATION

- (1) The Company presently operates Oklahoma City domiciled sleeper teams between Oklahoma City and El Paso, Texas using El Paso as a destination point for team drivers on freight destined to Arizona points.

PROPOSED OPERATION

- (1) The Company proposes to operate sleeper teams between Oklahoma City, Oklahoma and Phoenix, Arizona on freight destined for Phoenix, Arizona and to operate these loads direct from Oklahoma City to Phoenix, Arizona, over the certificated route between these two cities, U.S. 60, U.S. 54, and U.S. 66.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Lee Way Motor Freight, Inc. (Continued from previous Page)  
8-8-3913

Change of Operations Locals involved: 104, Phoenix, Arizona  
886, Oklahoma City, Okla  
941, El Paso, Texas

The Company proposes to reserve the right to continue to handle over-flow freight between Phoenix and El Paso, or El Paso, and Phoenix, or Oklahoma City, and El Paso on the present division or operation as it has in the past, if and when necessary and the Company option.

This change will eliminage the work of five (5) drivers domiciled in El Paso and Phoenix.

There will be work established in Oklahoma City for five (5) drivers.

The Company will offer employment to the displaced El Paso and Phoenix drivers in Oklahoma City.

The Company desires to effect this change at the earliest possible date.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Navajo Freight Lines, Inc.  
8-8-3914

Change of Operations Locals involved: 180, Los Angeles, California  
710, Chicago, Illinois  
961, Denver, Colorado

Navajo Freight Lines, Inc. submits the following Change of Operations proposal for consideration and approval, involving the above Local Unions:

1. The Company presently has a two-man sleeper operation between Denver, Colorado to Chicago and/or Omaha, Albuquerque, Amarillo, Phoenix, Los Angeles, Las Vegas, Bay Area Terminals, Fort Wayne, South Bend, Rock Island, La Salle with Denver area freight and return with same.
  - (a) We propose not to change the present Denver sleeper runs.
  - (b) We propose to redomicile ten (10) sleeper tractors and twenty-five (25) drivers from Denver to Chicago.
  - (c) We propose to redomicile five (5) sleeper tractors and twelve (12) drivers from Denver to Los Angeles.
  - (d) The Company will be governed by the decision of the committee regarding the seniority of the redomiciled drivers.

The Company will retain 20 sleeper tractors and 50 drivers, bid 20 teams and retain the slip seat, one wheel operation to handle the normal movement of general commodity loads. There are occasions when ammo load movements are routed and interlined through the Denver Gateway. When this occurs, and the Denver domiciled drivers cannot handle all of the loads, and an overflow exists, the Company desires to handle overflow with power domiciled at other terminals, when available.

Any driver refusing to redomicile will be laid off and not entitled to runaround claims.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Valley Motor Lines  
8-8-3915

Change of Operations Locals involved: 287, San Jose, California  
386, Modesto, California  
468, Oakland, California

Valley Motor Lines is requesting the following Change of Operations:

PRESENT OPERATION:

- (1) San Jose, California has one man bid, member of Local 287, San Jose to Modesto and return, domiciled in San Jose.
- (2) Modesto, California has one man bid, member of Local 386, Modesto to San Jose and return, domiciled in Modesto.

PROPOSED CHANGE:

- (1) For economic reasons, loss of freight and revenue on these runs, the Company desires to discontinue these runs and handle the remaining freight through the Oakland California Terminal.
- (2) The displaced personnel who desire to transfer to the Oakland terminal will be offered employment at that terminal in accordance with the seniority provisions of the existing labor agreements, and existing bid and dispatch procedures in effect at the Oakland terminal.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Walkup's Merchants Express  
8-8-3916

Change of Local involved: 542, San Diego, California  
Operations

This agreement will be put into effect July 1, 1968. We request that the Joint Western Change of Operation Committee establish seniority standing in the Thomas Marrow Trucking Company the three W (3) Walkup's Merchants Express employees which they are accepting under the terms of our agreement. This agreement was originally discussed with Thomas Marrow Trucking Company, and Local 542's letter of May 14, 1968.

ITEM #1

Elimination of the San Diego Terminal as it now exists. We would then establish a cartage agency with Thomas Marrow Trucking Company who would handle the pick-up and delivery of Walkup's Merchants Express freight in the San Diego, Escondido and Oceanside territories.

ITEM #2

Thomas Marrow Trucking Company would assume the employment of the three (3) men who are now employed by Walkup's Merchants Express, Lupe Alvarado, Robert Prest and Humberto Amador, provided they take and pass a normal I. C. C. physical and have a valid Class 1 license. When and if should Walkup's Merchants Express again open a terminal at San Diego, the three men, Lupe Alvarado, Robert Prest and Humberto Amador, would be brought back into Walkup's Merchants Express organization with their original seniority dates.

ITEM #3

Walkup's Merchants Express would continue their line operation as they have in the past and could utilize Article 52, Over-The-Road Motor Freight Supplemental Agreement when and if needed.

ITEM #4

Alvarado, Prest and Amador will be placed at the bottom of the seniority list of Thomas Marrow Trucking Company, pending a decision of the Joint Western Area Change of Operation Committee as to the status of seniority. All parties agree to abide by the decision of the Joint Western Area Change of Operation Committee.

AGREED-TO-CHANGE.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Western Gillette, Inc.  
8-8-3917

Change of Operations Locals involved:

|      |                            |
|------|----------------------------|
| 70,  | Oakland, California        |
| 87,  | Bakersfield, California    |
| 208, | Los Angeles, California    |
| 224, | Los Angeles, California    |
| 357, | Los Angeles, California    |
| 467, | San Bernardino, California |
| 495, | Los Angeles, California    |
| 982, | Lancaster, California      |

Western Gillette, Inc. has entered into a purchase agreement with Desert Express. We have applied for, and anticipate approval of temporary authority to operate Desert Express. The temporary authority should be forthcoming on about the first of August, 1968.

Present Operation Of Desert Express

LOS ANGELES:

1. Thirteen PUD employees, members of Local 208.
2. Seven dock employees, members of Local 357.
3. Seven office employees, members of Local 357.
4. Nine line drivers, members of Local 224.
5. One service man, member of Local 495.

OAKLAND:

1. Eight PUD employees, members of Local 70.

BAKERSFIELD:

1. Four PUD employees, members of Local 87.

RIDGECREST:

1. One PUD employee, member of Local 982.

LANCASTER:

1. Seven PUD employees, members of Local 982.

BARSTOW:

1. One PUD employee, member of Local 467.
2. One PUD employee presently on layoff.

PROPOSED CHANGE

LOS ANGELES:

We close down the Desert Express terminal in Los Angeles and operate out of Western Gillette's Los Angeles terminal.

The 13 PUD employees, members of Local 208, to be dovetailed with the 89 Local 208 members employed by Western Gillette.

The 7 Desert Express dock employees, members of Local 357, to be dovetailed with the 96 Local 357 members employed by Western Gillette.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3917

Western Gillette, Inc.

(Continued from previous page)

Change of  
Operations

The 7 Desert Express office employees, members of Local 357, to be dovetailed with the 95 office employees, members of Local 357, employed by Western Gillette.

The 9 Desert Express members of Local 224 to be dovetailed with the 107 Local 224 members employed by Western Gillette.

It was also agreed by Western Gillette and Local 224 that the runs presently bid by Desert Express line drivers will be abolished and will be worked off the Western Gillette extra board. There would be no re-bidding until Western Gillette's next annual bid.

The one Desert Express member of Local 495 to be dovetailed with the 44 Western Gillette employees, members of Local 495.

OAKLAND:

We close the Desert Express terminal in Oakland and operate out of Western Gillette's terminal.

The 8 Desert Express members of Local 70 to be dovetailed with the 90 Local 70 members employed by Western Gillette.

BAKERSFIELD:

Western Gillette will operate out of the terminal presently used by Desert Express.

The 4 PUD employees, members of Local 87, in Bakersfield will become Western Gillette employees.

RIDGECREST:

This terminal will be closed and we will operate out of the present Western Gillette facility.

The one Desert Express employee will be dovetailed into the seniority roster at that terminal.

LANCASTER:

Western Gillette will operate out of the terminal presently used by Desert Express .

The 7 PUD employees, members of Local 982, in Lancaster will become Western Gillette employees.

BARSTOW:

Western Gillette will operate out of the terminal presently used by Desert Express.

The one working employee will become a Western Gillette employee, and it is agreed that the one employee presently on layoff will be recalled before any new hire in Barstow.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 334, Spokane, Washington, and  
2-8-3545 Beardmore Heavy Hauling

Office Ruth F. Stickney was called to work on several occasions and  
Dispute worked less than 40 hours during that week. (Filed under  
Article 55).

Case #1888 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC January 17, 1968.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3747 T.I.M.E. Freight Lines

P & D For and on behalf of: Raymond C. Pelton: "After being dis-  
Dispute abled from an injury sustained on the job on July 18, 1966, I  
was released by the doctor appointed by the Company Insurance  
Carrier to return to work because the Industrial Clinic would  
not release me until they reviewed my medical records. I  
want to claim all monies due me since time lost, February  
19, 1968."

Case #SC-4-8-797.

JSC Motion: That Raymond C. Pelton be returned to work with  
full seniority and compensated from February 19, 1968 until  
returned to work.

Deadlocked Southern California JSC April 4, 1968.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 898, El Centro, California, and  
5-8-3757 Imperial Truck Lines

P & D Mr. Magness refuses to pay the following due to Mr. McBride.  
Dispute Mr. Magness contends that Mr. McBride is not entitled to these monies, that he is not a working foreman, although for the past three years Mr. McBride has received the working foreman's rate of pay.

Monies due A. I. McBride: The amount of \$116.66 is due on regular straight time pay based on \$3.94 per hour and \$27.67 is due on over-time rate of pay, based on \$5.91 per hour, making a total of \$144.33 due to Mr. McBride as of the past pay period of January 27, 1968.

Case #SC-3-8-451.

JSC Motion: That the claim of A. I. McBride is timely.

Deadlocked Southern California JSC March 4, 1968.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3918

Local 2, Butte, Montana, and  
Garrett Freightlines

Office  
Dispute

Violation of Office Workers Supplement, Article 39, Section 2,  
and Article 6, of the National Master Freight Agreement. Request  
pay for work performed on June 1, 1968 and June 8, 1968, by  
non-unit workers who replaced H. J. Muffich.

Union stated that employee Muffich has done the same work at the  
Butte terminal for the past nine and one-half years, and his actual  
duties on Saturday were to answer the phone, rate bills, dispatch,  
etc. Mr. Muffich was informed that effective June 1st there would  
be no Saturday work. The Union contends that on Saturday dock  
workers did answer the phone and do other duties that were pre-  
viously performed by Mr. Muffich.

Case #828.

JSC Motion: That the position of the Union be upheld.

Deadlocked Montana JSC June 21, 1968.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3919

Local 17, Denver, Colorado, and  
Burlington Truck Lines, Inc.

P & D  
Dispute

Manuel Schantz filing pay claim for \$28.80 March 1, 1968.

Case # 10.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 10, 1968.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3920

Local 17, Denver, Colorado, and  
Navajo Freight Lines, Inc.

P & D  
Dispute

Richard Sinkhorn filing pay claim for \$44.80 June 1, 1968.

Case #88.

JSC Motion: None given .

Deadlocked Colorado-Wyoming JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3921

Local 17, Denver, Colorado, and  
Navajo Freightlines, Inc.

P & D  
Dispute

Local 17 protesting the method and way leasers are being  
used at Navajo.

Case #5.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
8-8-3922 Navajo Freight Lines, Inc.

P & D D. Brundage filing pay claim for \$44.80 for June 1, 1968.  
Dispute

Case #89.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
8-8-3923 Pacific Intermountain Express

P & D The following men are filing for pay due under Article 50:  
Dispute

|                   |                     |
|-------------------|---------------------|
| Kenneth Long      | Charles Folchest    |
| Wm. Schmerdmiller | Lowell MacKensie    |
| D. Little         | Joe Camara          |
| L. C. Baxter      | Richard LaBrant     |
| Joe Mascarenas    | Melvin D. Schoolman |
| Bernard Albers    | Alan Morley         |
| Lenard Thompson   |                     |

Case #109.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3924

Local 17, Denver, Colorado, and  
Rio Grande Motor Way, Inc.

P & D  
Dispute

Harry Sherman filing pay claim for \$29.44.

Case #97.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3925

Local 17, Denver, Colorado, and  
Santa Fe Trail Transportation Co.

P & D  
Dispute

Local 17 filing in behalf of employees at Santa Fe Trail for  
yard hostile work presently performed by line drivers.

Case #110.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3926

Local 58, Longview, Washington, and  
Nehalem Valley Motor Freight

P & D  
Dispute

Local 58 is protesting the Company changing meal periods for  
its Longview, Washington employees.

The Union contends that the Company has four men in Longview, Washington. In May of this year, the Company informed the Union by letter that all four of the men would have a starting time of 8:00 a.m. Two of the men had had a 7:00 a.m. starting time and two an 8:00 a.m. starting time. The Company also changed the lunch periods from a half hour to one hour. The Union contends the Company is in violation of the contract; that starting times can only be changed once a year and Nehalem Valley did bid in January of this year. Also in accordance with the contract, established lunch periods cannot be changed. In June the Union filed a case with the Oregon Joint State Committee and the committee instructed the parties involved to work the problem out.

The Union states that since that time the situation is not better, in fact, the Company has instructed the men to take half hour lunch periods and also one hour lunch periods. The Company is also instructing the men to start at 7:30 a.m. on some days and 8:00 a.m. on other days. The Union has discussed this with the Company many times, however, the situation remains the same.

The Union is asking the Company to revert to the original start times and lunch periods.

The Company contends this change was made due to a drop in business, and that a year ago there were fourteen and fifteen employees in Longview. The Company further contends that only two of the men involved object to the change. Company records were produced to show the change to be a definite advantage money-wise to the Company. The Company's interpretation of the contract is that starting times can be changed more than once a year with the consent of the Union.

Case #1095.

JSC Motion: That the Company revert to the original starting times and lunch periods which were in effect January, 1968, and if the Company desires to change the starting times, the Company is to notify the Union of its intentions in accordance with the terms of the contract.

Deadlocked Oregon JSC July 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #  
8-8-3927

Local 81, Portland, Oregon, and  
Los Angeles-Seattle Motor Express

P & D  
Dispute

Local 81 is in dispute with LASME over the seniority violation of Jack Stafford on May 12, 1968, a premium day.

The Union contends that on May 12th, pickup and delivery driver Jack tafford signed to work the 5:00 a.m. shift. The Company instructed Stafford the senior man to come to work at 6:00 a.m. and a junior man worked the 5:00 a.m. shift.

The Union maintains that in the past it has been the practice at LASME to call the mento work in their seniority position not their bid position. That qualified men bidding for a position on a premium day be paid the classification rate for work performed.

The Company contends that Stafford is a pickup and delivery man and the 6:00 a.m. shift called for a heavy-duty man. That on premium days they must pay the men for the same shift they work during the week. In this case at 5:00 a.m. a heavy-duty man was needed and the Company called the heavy-duty man doing this work during the week.

Case #1106.

JSC Motion: That the Union's claim be approved. Premium day work be assigned to qualified men by seniority and employees bidding on premium days are to be paid at the classification rate for work performed.

Deadlocked Oregon JSC June 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 208, Los Angeles, California, and  
8-8-3928 Consolidated Freightways

P & D Alex W. Desatoff was employed by the employer as a casual,  
Dispute working various periods during the months of July, August,  
September, October and November, 1967.

Desatoff completed in excess of 12 days of said employment  
in the month of October, 1967. For and on behalf of Desatoff,  
the Local Union requests a "letter of hire" establishing steady  
employment with a seniority date as of the first day Desatoff  
worked in said month (October).

The Local Union further requests all seniority rights and  
benefits as of this established seniority date, together with back  
pay for all time lost.

Case #SC-5-(1)-8-119

JSC Motion: That based on JWAC Case #2-8-3585, Alex  
Desatoff has not attained seniority with Consolidated Freightways.

Deadlocked Southern California JSC April 30, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
8-8-3929 Milne Truck Lines

P & D It is the contention of the Union that Robert Klass has been working  
Dispute at Milne Truck since July 10th through September 15, 1967. We  
claim he is a regular employee. Therefore, we ask that the  
Company give us a letter of hire and we claim all monies as of  
September 16th that other people have earned who worked instead  
of Robert Klass.

Case #SC-5-8-(10-7)-10278 (JWAC #2-8-3539).

JSC Motion: That the time records kept indicate that Robert  
Klass replaced specific Milne personnel on the days in  
question, and that therefore, under the understandings of the  
Contract, the claim of the Union be denied.

Deadlocked Southern California JSC May 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
8-8-3930 Navajo Freight Lines

P & D This member has a seniority runaround where the Company  
Dispute used a junior man, Darrell Tice, instead of Paul Olson from  
February 19, 1968 for a two week period of time. This claim  
is for the difference of early starts and/or any overtime made  
by the junior man.

Case #SC-5-(4)-8-841.

JSC Motion: That based on the facts presented, the claim  
of Paul Olson be allowed.

Deadlocked Southern California JSC May 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #  
8-8-3931

Local 208, Los Angeles, California, and  
Navajo Freightlines

P & D  
Dispute

On May 2, 1968 this member had his seniority violated as the Company took a bid lift gate driver (Darrell Tice) and put him on heavy-duty. This claim is for the difference in pay for the day.

Case #SC-6-8-1249.

JSC Motion: That the claim of Paul Olsen be allowed.

Deadlocked Southern California JSC July 3, 1968



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3932

Local 208, Los Angeles, California, and  
Navajo Freight Lines, Inc.

P & D  
Dispute

Darrell Tice, Lynn J. Smart and Donald Ryburn request that Navajo pay them a day's pay for each day of work denied between December 7, 1967 and the last day they were laid off because lessors were doing work that they should have been doing.

Case #SC-5-8-920.

JSC Motion: That under Article 43, Section 1 (i) of the Agreement, this case is improperly before this committee.

Deadlocked Southern California JSC May 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3933

Local 208, Los Angeles, California, and  
O.N.C. Motor Freight System

P & D  
Dispute

David Garcia claims that junior man worked in his stead  
and claims all monies due him.

Case #SC-5-(3)-8-578.

JSC Motion: That due to the fact that the Company did not  
comply with the directive of the Joint State Committee and  
failed to produce records to the Union, the claim of the  
Union be upheld.

Deadlocked Southern California JSC May 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
 8-8-3934 Pacific Motor Trucking

P & D  
 Dispute

Case #846: On February 2, 1968, Killgore was moved back from a 9:00 A.M. start time to a 3:30 P.M. start. He is not the junior H.D. driver. This claim is for 6-1/2 hours at overtime rate for each day this occurred. On 2/1/68 it happened to D. Creese and also C. Gerold. Claim is same as above for each of these two men.

Case #933: On 4/11/68 the Company started junior man (E. Hughes) at 9:00 A.M. Senior man C. Gerold started at 3:30 P.M. Claim is for 6-1/2 hours at the overtime rate of pay for Gerold.

Cases #SC-5-(4)-8-846 and SC-5-8-933.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC May 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #  
8-8-3935

Local 208, Los Angeles, California, and  
Santa Fe Trail Transportation Company

P & D  
Dispute

This member claims entitlement to a total of 214-1/2 hours  
at premium time for a period of 33 days when Company  
elected to afford work to a junior man in Brodgen's stead.

Case #SC-7-8-1436.

JSC Motion: That due to the fact that there was not a known  
30 day vacancy, the claim of Earl Brodgen be denied.

Deadlocked Southern California JSC July 12, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
8-8-3936 Russell Truck

P & D On the date of April 15, 1968, William Muldoon was relieved  
Dispute from duty at 4:45 P.M. while the employer continued working  
a junior employee, Frank Roseli, Jr. on premium time, per-  
forming work which Muldoon was qualified, able and available  
to perform. Also work to which he was entitled in accordance  
with his seniority.

The Local Union claims the difference in premium time earned  
by this junior employee who worked in his stead on the date  
set forth herein.

Case #SC-5-8-946.

JSC Motion: That the claim of William Muldoon be denied.

Deadlocked Southern California JSC May 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
8-8-3937 Russell Truck

P & D The Union contends that John Neubauer has been working at  
Dispute Russell Truck prior to 9/1/67. We are asking for a letter of  
hire; also asking for all days that junior or casual men have  
worked in his stead since date of September 29, 1967, to the  
present date.

Case #SC-5-8-(11)-7) 10405 (JWAC #11-7-3492)

JSC Motion: That the claim of John Neubauer be denied.

Deadlocked Southern California JSC May 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
8-8-3938 Union Pacific Motor Freight Company

P & D The Union claims that Horvatin was told to go home at 2:25 p.m.  
Dispute on March 20, 1968, that there was no more work to be done.

This Local and the Company came to an agreement on lease drivers working out of the Union Pacific yard. Therefore, we are claiming the difference in pay between lease driver James Yates and the above mentioned Joseph Horvatin.

Case #SC-5-8-965.

JSC Motion: That the claim of Joseph Horvatin be denied.

Deadlocked Southern California JSC May 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Walt Lake City, Utah, and  
8-8-3939 I. M. L. Freight, Inc.

P & D  
Dispute

Max G. Jepson is a Salt Lake City pick-up driver. The Company gave him approximately 30 days prior notice that his ICC driver's certificate would expire. The Company reminded Mr. Jepson at least one additional time during the 30 day period. On the last possible day, and without prior discussion with the Company, Mr. Jepson made his own appointment with his own doctor at 10:00 a.m., which is the start of his regular bid shift. He arrived at the terminal at 11:15 and now claims pay for his entire shift.

The Union cites and relies upon Article 45, Section 1 of the Pick-Up and Delivery Supplement.

It is the Company's position that since the driver made his own arrangements, the Company had not required him to take a physical on Company time, and that the claim is not payable.

Case #1269 (June 68-18).

JSC Motion: That the claim be paid.

Deadlocked Utah-Idaho JSC June 19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3940

Local 307, Casper, Wyoming, and  
Salt Creek Freightways, Inc.

P & D  
Dispute

Robert Geboe claims one day's pay for work performed by  
a junior man in seniority on May 13, 1968.

Case #76.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3941

Local 357, Los Angeles, California, and  
Coast Cartage

P & D  
Dispute

For and on behalf of: Robert G. Craig, Alfonso L. Madrigal,  
Lawrence K. Short, Robert L. Rector, Gearld C. Curtis,  
Wm. E. Wiseman and Gary A. Bidwell.

On March 23, 1968 we changed our bid starting time to 6:00 p.m.  
until 2:30 a.m. as per the annual bid. On Friday midnight,  
we are sent home and only paid the 8 hours guarantee at straight  
time rate. The Company refuses to pay us time and one-half  
from midnight to 2:30 a.m. for hours spilling into Saturday,  
violation Friday 3-29-68; 3-5-68; 4-12-68 and 4-19-68 -  
total 5 hours at half-time due us.

Case #SC-6-8-1093.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC June 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
 8-8-3942 Freight Transport Company

Office Jean Ann King: "I was laid off January 11, 1968 because of lack  
 Dispute of work. I was told I would be re-hired when things picked up.  
 The last part of February, 1968, a new employee was hired.

I am asking to be recalled by the Company and compensated for  
 all monies earned by the new employee, Anna L. Waddell. The  
 total amount claimed up to week ending April 5, 1968, \$811.20  
 plus all monies earned by Mrs. Waddell thereafter."

Case #SC-6-(5)-8-1024.

JSC Motion: That Jean Ann King be returned to work with full  
 seniority and compensated for all time lost, plus fringe benefits.

Deadlocked Southern California, JSC June 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3943

Local 357, Los Angeles, California, and  
L. A. Seattle Motor Express

P & D  
Dispute

Complaint by J. Moore: "R. S. Paul was called in on May 26, 1968 and worked 9 hours. R. Montelongo was called in on June 1, 1968 and worked 10 hours. I have seniority on both of these men and I was not called in on either of the above dates for premium pay.

I am requesting 19 hours overtime pay at \$6.03 per hour, total - \$114.57.

Case #SC-7-8-1318.

JSC Motion: That the claim of J. D. Moore be upheld.

Deadlocked Southern California JSC July 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3944

Local 357, Los Angeles, California, and  
Pacific Motor Trucking

P & D  
Dispute

CASE #1328: Complaint by J. F. Tamburelli. "I have been laid off since February 5, 1968 due to lack of business. On May 16, 1968, P.M.T. had a load of beef consigned to Gelding Meat Company, 2716 E. Vernon Ave. Local 208 driver and Arturo Galan, 357 swamper, were dispatched with a load. At approximately 11:15 a.m. Galan started to unload. After about 20 minutes, Mr. Gelding of Gelding Meat Company said Galan wasn't unloading fast enough. Business Agent, Jack Valoff was present. He told P.M.T. Supervisor Cox to call P.M.T. for more help, but he refused to do so. Cox said he was going to put on two men from Vernon Unloading Service. Valoff told Cox if he did instead of calling P.M.T. for help, that he would have to pay two 357 men that were laid off 8 hours each. Cox replied he understood this; he then told Vernon Unloading Service to finish unloading the beef. They put four men in the trailer to finish unloading.

I am asking 8 hours pay for P.M.T. using Vernon Unloading Service men in my stead. I was available for work and not called. Amount requested - \$30.30.

A similar complaint is filed in behalf of S. R. Press for 8 hours pay. (Case #1330).

Cases #SC-7-8-1328 and 1330.

JSC Motion: That based on the facts presented in this case the claim of the Union be upheld.

Deadlocked Southern California JSC July 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
8-8-3945 Pacific Motor Trucking - TOFC Yard

P & D CASE #1041: For and on Behalf of: S. Press - "On 4-8-68  
Dispute M. Lazeby, P.M.T. driver, was dispatched to Rath Packing at 2809 E. 44th Street, Vernon, California, with a load of bacon fats and was told by dispatcher to hire two non-Union men of the unloading service to work the load. The P.M.T. driver hired the two non-Union men. I am claiming 8 hours pay at \$31.16 for doing my work which P.M.T. failed to call me for.

CASE #1042: - For and on behalf of: J. Tamburelli: "On 4-8-68, Mr. Lazenby, P.M.T. driver, was dispatched to Rath Packing at 2809 E. 44th Street, Vernon, California with a load of bacon fats and was told by dispatcher to hire two non-Union men of the unloading service to do our work. The P.M.T. driver hired the two non-Union men. I am claiming 8 hours pay in the amount of \$31.16 for doing my work which P.M.T. failed to call me for.

Cases #SC-6-(5)-8-1041 and 1042.

JSC Motion: That based on the facts presented in this case the claim of the Union be upheld.

Deadlocked Southern California JSC June 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 386, Modesto, California, and  
8-8-3946 Delta Lines

P & D  
Dispute

Union asks that a day shift classification be put up for job. Union claims the fork lift is on the dock. Company claims if men do the work when regular men are not around, the man would be paid that classification all day. These are hostlers the Company is now using. Other men who do the work are not paid.

Company claims the fork lift is being utilized and driven by drivers at the applicable rate of pay and why classify to pick up another when we have 6 eligible now.

Case #CV-48-1995.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC (no date given).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 386, Modesto, California  
8-8-3947 Local 439, Stockton, California, and  
Delta Lines

P & D  
Dispute

Union claims the Company is using non-bargaining unit people to perform work that comes under scope of agreement. Union has O.S. & D. classification and claims the work as bargaining unit work. Union claims money for two men - Lucas and Cornellier, and for office employee.

Company claims they have historically, throughout the Company, used outside people to inspect for O.S. & D.

Cases #CV-48-1996 and CV-58-2048.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC (no date given)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 396, Los Angeles, California, and  
8-8-3948 Metropolitan Terminals

P & D Local 396 is asking for 7-1/2 hours pay on behalf of Robert  
Dispute Laudon.

On June 5, 1968, at 6:40 a.m., Laudon called the Company and said he would be 30 minutes late. He did arrive 30 minutes later and was told as of that minute that a new rule was in effect that if a man was late he cannot work that day and that calling in did not make any difference.

Case #SC--7-8-1338.

JSC Motion: That the claim of Robert Laudon be allowed.

Deadlocked Southern California JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3949

Local 396, Los Angeles, California, and  
Metropolitan Terminals

P & D  
Dispute

Local 396 is filing this grievance on behalf of Richard H. Thompson.

Brother Thompson states that on Wednesday, June 5, 1968, he was late approximately 15 minutes because of an accident ahead of him on the freeway and consequently could not call in to inform them he would be late.

When he arrived at work he was told by the Dispatcher that due to a new Company policy he could not work that day. This new Company rule has never been posted.

Local 396 requests 7-3/4 hours pay for Thompson.

Case #SC-7-8-1344.

JSC Motion: That the claim of R. A. Thompson be allowed.

Deadlocked Southern California JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3950

Local 467, San Bernardino, California, and  
Scott Transportation Company

P & D  
Dispute

Local 467 hereby files a grievance under Article 43, Section 5 of the Pick-Up and Delivery Agreement against Scott Transportation Company on behalf of K. Mendenhall, E. Roberts and D. Fenton, in the amount of 3/4 of an hour overtime (\$4.35 each or a total of \$13.05).

On April 24, 1968, the Company had problems on the dock. I was asked by both the Company and the men to stop by to try and clear things up. I complied and stopped by and then the Company deducted 45 minutes time from each employee.

Case #SC-7-8-1280.

JSC Motion: That the claim of Mendenhall, Fenton and Roberts be allowed.

Deadlocked Southern California JSC July 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 467, San Bernardino, California, and  
8-8-3951 Scott Transportation

P & D Local 467 hereby files a grievance under Article 43, Section 5  
Dispute of the Pick-Up and Delivery Agreement against Scott Transportation  
Company on behalf of Ken Mendenhall in the amount of \$48.24.

On April 20, 1968 the Company used a junior employee leaving  
Mr. Mendenhall at home.

Case #SC-6-8-1062.

JSC Motion: That the claim of Ken Mendenhall be allowed.

Deadlocked Southern California JSC June 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 542, San Diego, California, and  
8-8-3952 Cal-Canadian Motor Express

P & D On April 28 and again on May 1, 1968, Cal-Canadian Motor Express  
Dispute violated the seniority of lay-off employee Gary Dupuy by using  
a non-bargaining unit employee to do the work.

We are requesting the Company pay the \$77.84 that is due this  
employee.

Case #SC-6-8-1067.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California, JSC June 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 898, El Centro, California, and  
8-8-3953 Imperial Truck Lines

P & D Runaround for Edward F. Quiroz, local heavy duty driver, on  
Dispute 2-7-68. Part-time help, Doyle Kinnon, worked heavy duty in  
morning and part-time help, Troy Spore, worked heavy duty  
in p.m. while Edward Quiroz worked bobtail the entire day of  
2-7-68. Total of one hour and 30 minutes. Total amount of  
money due \$8.58.

Case #SC-6-(4)-8-713.

JSC Motion: That based on the facts presented the claim of  
E. F. Quiroz be denied.

Deadlocked Southern California JSC June 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 898, El Centro, California, and  
8-8-3954 Imperial Truck Lines, Inc.

P & D Runaround for Arthur I. McBride, local heavy duty driver, on  
Dispute 2-7-68. Part time help, Doyle Kinnon, worked heavy duty in  
a.m. Claim for 3 hours and 30 minutes for total of \$20.70.

Runaround for Arthur I. McBride, local heavy duty driver, on  
3-5-68. Part time help Robert Preece, worked heavy duty in  
a.m. Claim for 2 hours 30 minutes for total of \$14.79 -  
Total for both claims: \$35.49.

Case #SC-6-(4)-8-714.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC June 3, 1968.



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE  
\* \* \* \* \*

|                    |       |   |
|--------------------|-------|---|
| Case #<br>8-8-3955 | L-648 | <u>CARL CHRISTMAN</u> , member of Local 190, Billings, Montana. Employee of Northern Pacific Transport. Request is for a period of 90 days, effective May 28, 1968, for the purpose of accepting other employment because of the merger.  |
|                    | L-649 | <u>PAUL D. DILLOW</u> , member of Local 357, Los Angeles, California. Employee of Valley Motor Lines. Request is for a period of 90 days, effective May 27, 1968, for the purpose of accepting a non-covered Supervisory position (Claim Agent - Consolidated Copperstate Lines).                             |
|                    | L-650 | <u>JAMES L. JACKSON</u> , member of Local 208, Los Angeles, California. Employee of Valley Copperstate, Valley Express Co., Division. Request is for a period of 90 days, effective April 26, 1968, for the purpose of working for Company in capacity of Dock Foreman.                                       |
|                    | L-651 | <u>JOHN PARK</u> , member of Local 208, Los Angeles, California. Employee of Republic Machinery Moving. Request is for a period of 90 days, effective May 1, 1968, for the purpose of accepting Management position.  |
|                    | L-652 | <u>JOHNNY P. TURNER</u> , member of Local 208, Los Angeles, California. Employee of Milne Truck Lines, Inc. Request is for a period of 90 days, effective April 8, 1968, for the purpose of becoming Yard Foreman.  |
|                    | L-653 | <u>MICHAEL D. DEARMAN</u> , member of Local 357, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of 90 days, effective June 10/68, for the purpose of becoming a Dispatcher, the duties of which are not covered by Western States Area Master Freight Agreement. |
|                    | L-654 | <u>JIM R. FOSTER</u> , member of Local 180, Los Angeles, California. Employee of DC International, Inc. Request is for a period of 90 days, effective June 17, 1968, for the purpose of accepting an exempt position (Line Dispatcher) from a former non-exempt position (Line driver).                       |
|                    | L-655 | <u>RALPH MOORE</u> , member of Local 180, Los Angeles, California. Employee of DC International, Inc. Request is for a period of 90 days, effective June 3, 1968, for the purpose of accepting an exempt position (Line Dispatcher) from a former non-exempt position (Line Driver).                          |
|                    | L-656 | <u>JAMES E. NICHOLSON</u> , member of Local 104, Phoenix, Arizona. Employee of DC International, Inc. Request is for a period of 90 days, effective June 12, 1968, for the purpose of accepting a job as a Salesman for the Company on a trial basis.   |
|                    | L-657 | <u>DAVID E. ST. PIERRE, SR.</u> , member of Local 396, Los Angeles, California. Employee of Metropolitan Terminals. Request is for a period of 90 days, effective June 17, 1968, for the purpose of accepting Supervisory position.   |

(Continued)



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

Case #  
8-8-3955

- L-658 EUGENE ZAMORA, member of Local 357, Los Angeles, California. Employee of Wescar Terminals. Request is for a period of 90 days, effective June 17, 1968, for the purpose of taking a non-covered position (Supervisor).
- L-659 WAYNE COX, member of Local 104, Phoenix, Arizona. Employee of Cantlay & Tanzola, Division of Western Gillette. Request is for a period of 90 days, effective June 24, 1968, for the purpose of trying out as tank dispatcher.
- L-660 JOHN SORENSEN, member of Local 104, Phoenix, Arizona. Employee of Milne Truck Lines. Request is for a period of 90 days, effective July 8, 1968, for the purpose of trying out as Dispatcher for Local 104 Dispatching Hall.
- L-661 JOHN M. WELDON, member of Local 208, Los Angeles, California. Employee of P.M.T. Request is for a period of 90 days, effective June 24, 1968, for the purpose of Supervisory work.
- L-662 LORA S. WILLIS, member of Local 17, Denver, Colorado. Employee of I.M.L. Freight, Inc. Request is for a period of 30 days, effective May 27, 1968, for the purpose of taking a temporary dispatching job.
- L-663 ORREN R. CROUCH, member of Local 357, Los Angeles, California. Employee of Coast Cartage Co. Request is for a period of 60 days, effective July 1, 1968, for the purpose of taking non-union job.
- L-664 CLARENCE EVERETT LEHMAN, member of Local 357, Los Angeles, California. Employee of Pacific Transportation & Warehouse Co., Inc. Request is for a period of 90 days, effective July 8, 1968, for the purpose of taking non-covered position.
- L-665 WARREN LEASH, member of Local 81, Portland, Oregon. Employee of Consolidated Freightways. Request is for a period of 90 days, effective May 4, 1968, for the purpose of taking a Supervisory position at the Portland terminal.  
NOTE: A 90 day Leave of Absence was granted at the May, 1968 JWAC Meeting - Case #5-8-3758 - L-639, commencing February 4, 1968.
- L-666 LAWRENCE P. CARON, member of Local 17, Denver, Colorado. Employee of P.I.E. Request is for a period of 90 days, effective August 11, 1968, for the purpose of dispatching men out of Teamsters Local 17 hiring hall.

(Continued)



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE  
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| Case #<br>8-8-3955 | L-667 | <u>HENRY G. PRICHARD</u> , member of Local 17, Denver, Colorado. Employee of I.M.L. Freight, Inc. Request is for a period of 30 days, effective June 22, 1968, for the purpose of vacation relief.                                     |
|                    | L-668 | <u>MANUEL LOUREIRO</u> , member of Local 439, Stockton, California. Employee of Panella Trucking. Request is for a period of 60 days, effective July 1, 1968, for the purpose of temporary Dispatcher.                                 |
|                    | L-669 | <u>JOHN MARTIN, JR.</u> , member of Local 208, Los Angeles, California. Employee of J & B Trucking Co. Request is for a period of 90 days, effective August 1, 1968, for the purpose of trying out for Sales position with Company.    |
|                    | L-670 | <u>PETER M. CRNOGORAC</u> , member of Local 208, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of 90 days, effective July 15/68, for the purpose of Assistant to Dispatch.                       |
|                    | L-671 | <u>RICHARD DECKER</u> , member of Local 208, Los Angeles, California. Employee of J & B Trucking Co. Request is for a period of 90 days, effective August 1, 1968, for the purpose of trying out for Management position with Company. |



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 468, Oakland, California, and  
11-7-3422 Pacific Motor Trucking

O-T-R  
Dispute

Runaround for Vernon Cramer. A Los Angeles driver on the preferred extra board left Oakland with a Stockton load. He dropped the load at Stockton, picked up a Los Angeles load and proceeded to his home terminal. The Union's position is that the Stockton load was short line work and he is filing runaround for a shortline driver.

The Company's position is that this is normal procedure and return out-of-town drivers to their home terminal.

Case #CB-2287.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.

November JWAC Action: M/m/s/c/ that the claim of the Union be upheld and the Company and the Unions are instructed to get together and set up dispatch procedures.

NOTE: The February, 1968 JWAC did not approve the Minutes in this case but retained jurisdiction.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
11-7-3482

Local 468, Oakland, California, and  
Pacific Intermountain Express

O-T-R  
Dispute

Union is filing for difference between an Omaha and a Twin Cities  
dispatch (Pay Log #151275) for grievants Silva and Chatburn.

Case # CB-2233.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.

November, 1967 JWAC Action: Postponed.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Consolidated Freightways, and  
2-8-3538 Local 208, Los Angeles, California

Clarifica- A disagreement exists between Consolidated Freightways  
tion and Local 208 as to the intent of the decision rendered by the  
JWC in Case #2-8-3538.

By mutual agreement with Local 208, Consolidated Freightways  
is requesting the JWAC to clarify whether or not their award  
in this case was for eight hours pay per day only, or did it  
include any overtime the individual involved may have allegedly  
worked.?

February, 1968 JWAC Action: M/m/s/c/ that George David  
be compensated for all time lost since November 8, 1967, less  
moneys earned elsewhere, and he shall be returned to work  
on the first shift of the week commencing February 18.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 208, Los Angeles, California, and  
 2-8-3553 Coast Cartage Company

Factual Interpretation The drivers listed below were laid off at Metropolitan Warehouse when Coast Cartage took over the house account at Universal Car and Western Car. The Contract states "employees of a cartage company on a House Account which is lost in any manner to another company shall go with the account." Coast Cartage refused to take the people, therefore, this claim is for a day's pay for each laid off employee for each day this continues to occur.

- |                  |                 |
|------------------|-----------------|
| Robert E. Murray | E. Weston       |
| Willie West      | Terry Fay       |
| Charles H. Young | Ralph Starita   |
| N. Wilridge      | Steven West     |
| Virgil Badsgard  | Ellis R. Smith  |
| Wm. Gamble       | Hugh Smith      |
| Alfred Carranza  | Richard Alvarez |
|                  | Melvin Fulton   |

Case #SC-11-(10)-7-10239.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC November 6, 1967.

February, 1968 JWAC Action: M/m/s/c/ this case will be referred to the National Committee.

Referred by the Multi-Conference Committee to the JWAC.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-8-3554 G & H Transportation

Factual This Company has been told both by Local 396 Business Agent and  
Interpre- Local 208 Business Agent that by them taking over house account  
tation or contract account at TCD and Universal Carloading and/or Western  
Carloading, involving up to 17 regular drivers, that the drivers go  
with the job. G & H as I understand pulled out of TCD and Universal.

This claim is for a day's pay for each day G & H is doing the work  
without the people who were originally on it.

Case #SC-11-(10)-7-10249.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC November 7, 1967.

February, 1968 JWAC Action: M/m/s/c/ this case will be  
referred to the National Committee.

Referred by the Multi-Conference Committee to the JWAC.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and  
2-8-3596 N. P. Transport

Clarifica- Claiming 1-1/2 hours a day at overtime rate for Thomas A.  
tion Clark and R. L. Heiser for mechanics doing Teamsters work.

Union stated that this is a continuation of Case M-763 which was previously deadlocked and which was settled by the JWC as Case #2-8-3596. The JWC had previously allowed 84 days time to 12/14/67 and the claim now was for 10 days in December and 31 days in January and February.

Case #M-806.

JSC Motion: That the position of the Union be denied.

Deadlocked Montana JSC April 19, 1968.

February, 1968 JWAC Action: M/m/s/c/ that in Case #2-8-3596 they be paid an hour and a half a day for 84 days per man rather than three hours a day.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 224, Los Angeles, California, and  
2-8-3603 Los Angeles-Seattle Motor Express

O-T-R CASE #95: Local 224 on behalf of Joe Comeaux claims 4-1/2  
Dispute hours misdispatch on November 1, 1967 at Stockton, California.  
Mr. Comeaux was called for 11:30 p.m. and is bid as #4 departure  
out of Los Angeles. Number 5 and #6 departed the Stockton layover  
point prior to Mr. Comeaux. Number 5 departed 7:00 p.m.,  
#6 departed after 7:00 pm. Number 4 departed 11:30 p.m.  
Historically we have operated a first-in, first-out dispatch at  
Stockton since September 19, 1952.

We request the JSC to instruct the Company to continue the past  
practice of first-in, first-out, and pay Mr. Comeaux 4-1/2 hours  
at the long line hourly rate.

CASE #97: Local 224 on behalf of Charles E. Bissitt claims  
misdispatch at the Stockton layover point on December 6, 1967,  
1-1/2 hours; December 8, 1967, 1-1/2 hours. Historically,  
Los Angeles based drivers have been dispatched out of Stockton  
first-in, first-out.

The Company has unilaterally changed the dispatch to man  
man. We claim misdispatch.

Case #SC-1-8-95 and 97.

JSC Motion: That the claim of Comeaux and Bissitt be allowed.

Deadlocked Southern California JSC January 11, 1968.

February, 1968 JWAC Action: M/m/s/c/ that these claims be  
paid; that the case of the dispatch rules be remanded back to the  
parties and if they cannot reach satisfactory dispatch rules, that  
at the next JWC session this committee will establish the rules.  
In the interim of this procedure, there will be no additional money  
claims.

May, 1968 JWAC Action: M/m/s/c/ that in view of the historic  
dispatch practice which prevailed on the Los Angeles-Stockton  
division prior to the Change of Operations of October, 1967, and  
the addition of new single-man runs as a result of that change,  
the Company and the Union be directed to poll by secret ballot  
the single-man drivers involved as to whether they return from  
the Stockton layover point on a first-in, first-out basis, or on a  
man-to-man basis.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-8-3618 O. N. C. Fast Freight

O-T-R Union claiming 8 hours runaround December 18, 1967 in the  
Dispute name of Joseph Moniz.

Case #CB-2396.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Bay JSC January 16, 1968.

February, 1968 JWAC Action: M/m/s/c/ that this committee  
retain jurisdiction of this case pending a decision on the PMT  
case which was not approved when we approved the Agenda at  
the Monday meeting.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 551, Lewiston, Idaho, and  
2-8-3622 Garrett Freightlines

O-T-R Sleeper team, Christinsen and Suddeth, depriving regular Lewiston  
Dispute station road driver of work on November 10, 1967. Union claims  
wages for local driver. (Filed under Article 41, Section 1; Article  
53, Section 3 (e); Article 54, Section (a) (d) (e).

Case #1900 (U).  
JSC Motion: That the claim of the Union be allowed.  
Deadlocked Utah-Idaho JSC December 20, 1967.  
February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 386, Modesto, California, and  
2-8-3677 Fairbanks Trucking, Inc.

Master Union claims Fairbanks bought out E. J. Gallo Tank who employ  
Dispute 8 men. These men were hired by the Company and should retain  
Company seniority for fringe purposes. These men are doing the  
same identical work they did for Gallo. Union claims Article 5  
of Master applies.

Company claims they did not buy Gallo. Gallo got out of the  
business, was a proprietary carrier and Fairbanks, a common  
carrier, took over the haul and bought equipment to handle it.  
Company did hire three of the men. Two other companies are  
also doing some of the hauling and the Company did not buy any of  
Gallo's equipment.

Case #CV-18-1859.

JSC Motion: That the claim of the Union be allowed under Article  
5, Section 3, of the Western Master.

Deadlocked California Valley JSC January 30, 1968.

February, 1968 JWAC Action: M/m/s/c/ that the committee  
hold jurisdiction on this until the May session.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
2-8-3678

Local 386, Modesto, California, and  
Yolo Transportation Co.

O-T-R  
Dispute

Company used sub-haulers on December 7 and 10, 1967 - left  
regular men home. Claiming time lost for regular drivers.

Union claims Company used sub-haulers to haul a load when a  
Company man was home and not used. Union entered loading order  
in evidence. Union claims Gunther runs on Yolo rights, the load  
was also loaded on Yolo vans. Company claims money for man  
left home.

Company claims they did not run around the men. Company was  
offered a load by Ted Peters Trucking but Yolo never handles  
National City and load was given away to another carrier. Gunther  
has his own rights and equipment is run under a trip lease.

Case #CV-18-1864.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC January 30, 1968.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 190, Billings, Montana, and  
5-8-3771 Garrett Freightlines

O-T-R One round trip for Thomas Dunn, Helena and return, plus work  
Dispute time for sleepers doing single man work.

Employee Dunn is the top man on the extra board. On January 10th and 11th a sleeper team made the run from Billings to Spokane with one stop at Bozeman to unload, and the second stop at Helena. It was the Unions position that Article 54, Section C of the Over-The-Road Agreement applied in this case.

Case #M-802.

JSC Motion: That in Case M-802 the claim of the Union be denied.

Deadlocked Montana JSC February 23, 1968.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
5-8-3786 Cargo Carriers

O-T-R Local 224 on behalf of the members employed at Cargo Carriers  
Dispute requests a search of the records to determine the actual amount of money due each man when the Company disposed of their line equipment and sub-contracted their line operation. A factual case to support this claim. Laws truck and cargo trailer #413 picked up a load at Fontana yard on 1-9-68 and went to Stockton. Mr. Payton was left home.

Case #SC-4-8-718.

JSC Motion: That is sub-contracting, therefore, the claim of the Union be allowed.

Deadlocked Southern California JSC April 2, 1968.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
5-8-3787 Cargo Carriers, Inc.

Sub- Local 224 on behalf of the members employed at Cargo  
Contracting Carriers, Inc. requests a search of the records to determine  
the actual amount of money due each line man when the Company  
disposed of their line equipment and sub-contracted their  
line operations.

AMENDED BY LOCAL ON 12-20-67 - A factual case on  
November 16 and November 17, 1967 - a sub-contractor by  
the name of Pounds made a round trip from Lynwood, California  
to Las Vegas and return. We had qualified personnel available  
with I.C.C. hours available. We would claim money in the  
amount of mileage and work time for the trip.

Case #SC-2-(1)-8-89.

JSC Motion: That in this particular case, Joe Kelly be  
compensated for a lease trip to Las Vegas and return.

Deadlocked Southern California JSC January 31, 1968.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 431, Fresno, California, and  
 5-8-3796 Valley Motor Lines

O-T-R Union claims money for Bart Campbell when not worked on proper  
 Dispute seniority. Man worked for approximately one year as extra line  
 driver. Company did not pay pension, health and welfare and  
 driver is entitled by seniority to pull line work.

Company claims they are down to two men in Fresno area. Company  
 could not put man on as a regular employee if they wanted to because  
 of Change of Operation decision.

Case # CV-28-1897.

JSC Motion: That Bart Campbell established a seniority date the  
 first day he worked in October, 1966. Full pension and health and  
 welfare premiums shall be paid from that date forward. In the  
 above the 45 day limitation is waived, but it shall apply to the pay-  
 ment of runarounds for all line runs pulled by local men from 45  
 days previous to the date of filing.

Deadlocked California Valley JSC February 28, 1968.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 439, Stockton, California, and  
 5-8-3798 Molasses Truck Service

Tanker Molasses Truck Service is not paying the proper scale as per  
 Dispute contract, to-wit: mileage scale on the following employees:  
 Albert Darrah, Harold Tardio, Jack Merrill, Haddic Henderson,  
 Tony Mello, Virgil Selby, David Howell, Lawrence Machado,  
 Donald Von Berg, Reber Johnston, Theodore Cline, Lambert  
 Van Dykhuizen, Wm. Rossi, Albert Holybee, Larry Machado.

Case #AH-28-35.

JSC Motion: That the Company be instructed to comply with  
 Article 1 of the A&H Supplemental Agreement and pay all wages  
 and conditions of the California-Arizona-Nevada Transport Tank  
 Supplemental Agreement which is the applicable agreement in  
 this case.

Deadlocked California Valley JSC February 28, 1968.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 492, Albuquerque, New Mexico  
5-8-3809 Local 180, Los Angeles, California, and  
Navajo Freight Lines, Inc.

O-T-R Local 492 claims pay for M. E. Karker and E. P. Gracey in  
Dispute the amount of \$54.25 for each driver. This was claimed as  
15-1/2 hours runaround on Trip Sheet #75509 and denied.

The basis for the claim is that Mr. Gracey and Mr. Harker were  
runaround by Los Angeles power at 0239 August 10, 1967, when  
this Los Angeles power dropped a trailer at Albuquerque and  
picked up another trailer at Albuquerque and went to Chicago.  
The claim is from the time the Los Angeles tractor departed  
until Mr. Gracey and Mr. Harker departed.

Case Number - None given.

JSC Motion: That the position of the Union be upheld.

Deadlocked Arizona-New Mexico JSC March 1, 1968.

MAY, 1968 JWAC Action: M/m/s/c/ that in view of the numerous  
changes granted Navajo Freight Lines, that Navajo and the Local  
Unions involved sit down with the Multi-Conference Change of  
Operations Committee in an attempt to spell out the operation and  
the workloads for the Local Unions involved.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3831 Navajo Freight Lines, Inc.

O-T-R Robert H. Arnold and V. R. Davis state: We arrived in Chicago  
Dispute on our first dispatch at 1537 CST, March 4, 1968 and were sent to  
the hotel on layover until 1136 CST, March 5, 1968. While we were  
in the hotel, a Chicago team was dispatched to Oakland, California  
with Tractor #2266 and Trailer #5035 at 0130 March 5, 1968 CST  
over the North Route. Since the Denver drivers originally started  
this run, we feel we are entitled to this work before the Chicago  
power, especially since we were in Chicago on layover at the time  
of this occurrence, and should in the future be allowed to take the  
run instead of layover.

Case #24.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 3, 1968.

May, 1968 JWAC Action: M/m/s/c/ that the Company be instructed  
to produce the records and that in this case we hold jurisdiction  
until such records are produced, sign-in and sign-out sheets, to  
show whether this operation was with regularity or whether it was  
strictly an overflow situation. The records should cover the first  
quarter of 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3832 Navajo Freight Lines, Inc.

O-T-R T. E. Hatley and A. L. Grizzle state: Pulled trailer Leeway 1616  
Dispute from Amarillo, Texas to Albuquerque and were told to check in  
Albuquerque for instructions. This load was designated to Camp  
Parks, California. We had to drop this load and return to Denver.

Claim this trip on to Camp Parks was due us instead of returning  
to Denver.

Case #11.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.

May, 1968 JWAC Action: M/m/s/c/ that the Company be instructed  
to produce the records and that in this case we hold jurisdiction until  
such records are produced, sign-in and sign-out sheets, to show whether  
this operation was with regularity or whether it was strictly an overflow  
situation. The records should cover the first quarter of 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
5-8-3834 Navajo Freight Lines, Inc.

O-T-R Plush and Nelson state: On January 28, 1968, Kansas City team  
Dispute Hagewood and Barnard pulled a trailer in from Albuquerque, arriving 11:27 p.m. Denver-Albuquerque runs have always been done by Denver drivers. Kansas City drivers are to run only Kansas City to Denver and return. Plush and Nelson had arrived Denver 12:34 a.m., January 27, 1968, and could have gone to Albuquerque and brought this load to Denver.

We request pay in the amount of one round trip Denver to Albuquerque and return, due to runaround (\$54.18).

Case #25.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.

Note: On the basis of the decision rendered on this case, the following cases which were also deadlocked will be decided:

|           |   |                     |
|-----------|---|---------------------|
| Case #50  | - | M. L. Carter        |
| Case #54  | - | Bozaich and Wilson  |
| Case #56  | - | D. J. Biddle        |
| Case #58  | - | Stehle and Huffman  |
| Case #60  | - | Bailey and McAvain  |
| Case #61  | - | White and Cooper    |
| Case #63  | - | J. B. Dodd          |
| Case #65  | - | M. L. Carter        |
| Case #69  | - | Campbell and Speaks |
| Case #70  | - | Folkers and Lehl    |
| Case #71  | - | Hale and Freisen    |
| Case #72  | - | Carter and Rudy     |
| Case #73  | - | Biddle and Pederson |
| Case #74  | - | Elrod and Masters   |
| Case #136 | - | McManigal and Brown |

May, 1968 JWAC Action: M/m/s/c/ that the Company be instructed to produce the records and that in this case we hold jurisdiction until such records are produced, sign-in and sign-out sheets, to show whether this operation was with regularity or whether it was strictly an overflow situation. The records should cover the first quarter of 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
 5-8-3835 Navajo Freight Lines, Inc.

O-T-R W. O. Warner and K. E. Timmons state: Trailer 1309 arrived  
 Dispute in Denver, February 12, 1968 from Amarillo, via Santa Fe railroad  
 piggyback operation, loaded with 13,929 pounds. L. T. L.

We have hauled the freight from Amarillo to Denver in the past. The  
 Company has never requested a Change of Operations to allow pigging  
 over this route. We could have pulled this load and claim one round  
 trip Denver to Amarillo - \$52.92.

Case #35.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.

Note: On the basis of the decision rendered on this case, the  
 following cases which were also deadlocked will be decided:

- Case #49 - Hale and Freisen
- Case #51 - Doug Biddle
- Case #52 - Hale and Freisen
- Case #55 - Paul Plym
- Case #57 - J. C. Moore
- Case #62 - Rudy and Carter

May, 1968 JWAC Action: M/m/s/c/ that the Company be instructed  
 to produce the records and that in this case we hold jurisdiction until  
 such records are produced, sign-in and sign-out sheets, to show  
 whether this operation was with regularity or whether it was strictly  
 an overflow situation. The records should cover the first quarter of  
 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
 5-8-3836 Navajo Freight Lines, Inc.

O-T-R Plush and Bode state: On February 12, 1968 tractor #4036 from Kansas  
 Dispute City, trailer #1448 came from Amarillo to Denver, arriving 4:50 a.m.  
 Navajo had bid runs from Denver to Amarillo and Denver to Albuquerque.  
 Since October, 1966 we have had a wheel slip seat operation to these  
 points, also Chicago, Oakland, Los Angeles, Phoenix, Manteca,  
 San Jose, Navajo is sending Kansas City sleeper teams to Denver  
 with loads that belong to Denver drivers. Company has never re-  
 requested Change of Operations to allow this, we had been in town  
 available for work since February 6, 1968.

Claim runaround pay in the amount of one round trip Denver to  
 Amarillo and return.

Case #40.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.

May, 1968 JWAC Action: M/m/s/c/ that the Company be instructed  
 to produce the records and that in this case we hold jurisdiction until  
 such records are produced, sign-in and sign-out sheets, to show whether  
 this operation was with regularity or whether it was strictly an overflow  
 situation. The records should cover the first quarter of 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
5-8-3837 Navajo Freight Lines, Inc.

O-T-R Lewis W. Meyers and W. J. Dolezal state: Were dispatched Denver  
Dispute via Camp Parks, to Oakland to San Jose. We pulled trailer TIME #4814  
to Albuquerque, arriving at 9:02 p.m. February 15, 1968, picked up  
trailer #2057 to Denver. The load picked up at San Jose was a South  
Bend load. We many times pulled loads over the North Route to  
Chicago and other points. To send loads this way to South Bend is  
160 miles further than the North Route. We request pay for round  
trip Denver to Chicago, 2050 miles.

Case #46.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.

May, 1968 JWAC Action: M/m/s/c/ that the Company be instructed to  
produce the records and that in this case we hold jurisdiction until  
such records are produced, sign-in and sign-out sheets, to show whether  
this operation was with regularity or whether it was strictly an overflow  
situation. The records should cover the first quarter of 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and  
5-8-3879 Garrett Freightlines

O-T-R  
Dispute

Requests 426 miles plus subsistence for work performed by driver Parker of Spokane Division working in Billings Division. Work belonged to James Kimball of Billings.

Union stated that employee Parker made a run from Spokane to Bozeman, Montana and that employee Kimball who works out of the Billings Division was deprived of this trip, inasmuch as he had to make a turn at Bozeman and return to Billings. It was the Union's contention that Mr. Kimball was entitled to the full run in this case. It was also the Union's position that Garrett Freightlines has no authority by virtue of Change of Operations to come further East than Butte, Montana. The work involved here belonged to members of Local 190. The 426 miles claimed is the round trip from Bozeman to Missoula and return to Bozeman.

Case #M-808.

JSC Motion: That James Kimball be paid the additional mileage Bozeman to Butte back to Bozeman.

Deadlocked Montana JSC April 19, 1968.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3883

Local 741, Seattle, Washington, and  
Portland - Seattle Freight Lines

O-T-R  
Dispute

Gary P. Atkinson requests runaround pay from Portland-Seattle Freight Lines when on October 28, 1967 and November 18, 1967 he claimed he was runaround by J. Nelson, a Portland driver, and on November 25, 1967 he claimed he was runaround by H. Marion, Portland driver. These runarounds on Trip Reports #28470, #28469 and #28440 have never been paid or denied by Portland-Seattle Freight Lines which is in violation of Article 48, Section 4. (Filed under Article 53, Section 3 (e), WSA Over-The-Road Supplement.

Case #2034 (U).

JSC Motion: This case is referred to the JWAC since it involves two Joint Councils and also involves a decision made by the JWAC in Case #11-6-2734 on November 17, 1966.  
Motion Carried.

Washington JSC date of action, April 18, 1968.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 2, Butte, Montana, and  
8-8-3956 Garrett Freightlines

O-T-R Request 4 hours pay at time and one-half for senior pick-up  
Dispute and delivery driver, eligible, because sleeper teams loading  
pick-up and delivery trucks.

Case #M-829.

JSC Motion: That the position of the Union be denied.

Deadlocked Montana JSC June 21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3957

Local 17, Denver, Colorado, and  
Navajo Freight Lines, Inc.

MASTER  
Dispute

Harvey L. Wren filing pay claim.

Case #92.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 17, Denver, Colorado, and  
8-8-3958 Navajo Freight Lines

MASTER James Wills filing pay claim.  
Dispute

Case #94.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-8-3959

Local 17, Denver, Colorado, and  
Navajo Freight Lines

MASTER  
Dispute

Herman Gandora filing pay claim.

Case #93.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-8-3960

Local 70, Oakland, California, and  
Pacific Motor Trucking

Master  
Dispute

The Company had a contract to move the freight of Railway Express. Railway Express Agency was awarded over-the road rights and as a result the Company lost the bulk of their business. The Company abolished two night hostling jobs in the Railway Express yard. Their jobs were to move trailers from the Company to Railway Express and return.

It was the position of the Company that they had lost the Railway Express Agency move but were inter-changing trailers with them. Railway Express Agency would pick up the trailers on an interchange agreement. It was their position that it was economically unsound to retain the hostling positions.

Case #LD-3924.

JSC Motion: That this case be referred to the JWAC under Articles 30 and 32 of the National Master Freight Agreement. Motion Carried.

Joint Council #7 Labor-Management Committee date of action, June 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-8-3961

Local 81, Portland, Oregon, and  
Consolidated Freightways, Inc.

O-T-R  
Dispute

Local 81 is in dispute with Consolidated Freightways over  
mileage pay claim for drivers Pellow and Hudkins occurring  
on May 22nd and 23rd, 1968.

The Union contends that on the 22nd and 23rd of May the Company  
split two California sleeper teams and dispatched the drivers to  
Martinez with two new trucks. The Union's position is that in  
accordance with the contract the company cannot split sleeper  
teams without consent from the team involved and the Union.  
That since the Union was not contacted regarding this, the team  
should not have been dispatched to Martinez with the trucks.  
The Union is asking the Company to reimburse Portland drivers  
Pellow and Hudkins, the drivers who should have been dispatched  
to Martinez, the mileage rate of pay for the trips.

The Company contends that the teams were asked if they would  
split and they consented to this. The Company maintains that  
last year they split sleeper teams to the south with new equipment  
and at that time the Union was contacted and the Company was  
told that if the team did not object to splitting the Union did not  
object to this manner of transporting new equipment. The Company  
contends that when this same situation occurred this year they  
did not think it was necessary to contact the Union since they  
had been told in the past this was alright.

Case #1135.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon, and  
8-8-3962 Consolidated Freightways (Bulk Commodities)

Sleeper Local 81 is in dispute with Consolidated Freightways, Bulk  
Tank Commodities over a runaround claim for Welsch and Hudkins.  
Dispute

The Company contends that on the day in question, April 3, 1968, all the drivers were scheduled to go out from Portland. That there was a pickup in Salem at 8:00 a.m. to be scheduled for a sleeper team coming in to Portland.

The junior sleeper team called the dispatcher in Portland from Weed, California at 5:00 p.m. on April 2nd with an arrival time in Portland of 2:00 a.m. on the 3rd. At 5:45 p.m. on the 2nd, the senior team called from Corning, California 100 miles behind the junior team. The Company did not think the senior team would arrive in Portland in time to be in Salem at 8:00 a.m. on the 3rd. Therefore, when the junior team arrived in Portland they were scheduled to take the trip to Salem.

The Union contends that the senior team of Welsch and Hudkins did arrive in Portland at 6:00 a.m. on the 3rd. Since the trip to Salem takes an hour and a half, there would have been time for the senior team to change trucks and take the run to Salem. The Union feels that since there is no two hour call on sleeper teams and when the company realized the senior team was in on time, they should have scheduled this team to Salem.

The Union is asking that the senior team be paid the runaround claim.

Case #1113.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC June 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3963

Local 81, Portland, Oregon, and  
Consolidated Freightways, Inc.

O-T-R  
Dispute

Local 81 is in dispute with Consolidated Freightways over the violation of Article 54, Section 1, of the Over-The-Road Supplement, involving the utilization of sleeper cab equipment for the distribution of freight, depriving claimant Harpster of additional relay operations.

The Union contends that on April 2, 1968, extra board driver Harpster was dispatched out of Portland to Moses Lake. Upon arrival in Yakima Mr. Harpster dropped his box and was told by the dispatcher he was dead.

A sleeper team came into Yakima picked up the box and dropped it at Moses Lake and continued on to Salt Lake. Mr. Harpster took his eight hour rest at Yakima and then returned to Portland.

The Union feels that since Mr. Harpster was dispatched to Moses Lake he should be paid the additional 208 miles he would have received had he dropped the box in Moses Lake instead of the sleeper team.

The Company contends that since Mr. Harpster is not a bid run driver he has no protection, therefore, they were not in violation of the contract.

Case #1086.

JSC Motion: That the Union's position be upheld and the man be paid the 208 miles at the mileage rate.

Deadlocked Oregon JSC May 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3964

Local 81, Portland, Oregon, and  
Consolidated Freightways

O-T-R  
Dispute

Local 81 is in dispute with Consolidated Freightways over a mileage pay claim involving an enroute change of orders for sleeper team of Cook and Cook, which occurred on April 12/68.

The Union contends that Consolidated Freightways has the pick and choose system and the senior man has the right to choose his partner and as the senior man he also has the right to the longest runs. On April 12th, the senior team of Cook and Cook was dispatched to Kansas City. Junior team Carlson and Cronk was dispatched to Seattle, to Kansas City via Salt Lake.

When Cook and Cook arrived in Salt Lake, their orders were changed and they were dispatched back to Portland. The junior team upon arrival in Salt Lake picked up a box and went on to Kansas City. The Union contends Cook and Cook the senior team should have been dispatched to Kansas City since the two teams arrived in Salt Lake fifteen minutes apart. The Union is asking the Company to pay Cook and Cook the mileage from Salt Lake to Kansas City.

The Company contends that the pick and choose system has only been in effect since November of 1967, and rules have not been drawn up to cover the system as yet. At that time the system was to be on a trial basis for ninety days and during the 90 day period the Union and the Company was to iron out problems resulting from the new system. At the end of the 90 day period the Company and the Union had not had an opportunity to discuss the problems and the Company requested an extension of time from the Union. The Company feels that since rules have not been established to cover the pick and choose, they were not in violation.

Case #1124.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3965

Local 81, Portland, Oregon, and  
Interstate Motor Lines

P & D  
Interpre-  
tation

Local 81 is in dispute with Interstate Motor Lines over the application of premium pay for hours on regular shifts that fall after midnight into a holiday.

The Union contends that employees whose shifts fall after midnight into a holiday should be paid at the holiday rate of pay for the hours worked on the holiday.

The Company contends there is nothing in the contract indicating holiday pay for employees whose shift falls into a holiday.

Case #1133.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon, and  
8-8-3966 Interstate Motor Lines

MASTER Local 81 is in dispute with Interstate Motor Lines over the  
Dispute Company replacing working dispatchers within the bargaining  
unit with people out of the bargaining unit. Also for the Company's  
refusal to continue paying the personalized rates of pay.

The Union contends the Company is in violation of the Maintenance  
of Standards clause of the contract. On April 15th, the Company  
replaced a working dispatcher John Spencer and discontinued  
paying Mr. Spencer the personalized rate of pay.

The Union feels that since the man replacing Spencer is doing  
exactly the same work, the Company should continue working  
the man within the bargaining unit on this job. The practice at  
Interstate Motor Lines has always been to use a man within the  
bargaining unit for dispatching.

The Company contends that Mr. Spencer was offered the salaried  
job and refused. The Company feels that they have grown to a  
point where they no longer require the dispatcher to work, that  
since the man replacing Spencer is not doing the work within the  
bargaining unit, the Company should have the right to replace  
him with a salaried man.

Case #1081.

JSC Motion: That the Union's position be upheld and the dis-  
patcher will remain in the bargaining unit, based on past practice.

Deadlocked Oregon JSC May 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
8-8-3967 Dant Forest Products - Nikkel Corporation

Master Dant Forest Products had gone out of the trucking business.  
Dispute It was the position of the Union that the Company had trans-  
ferred their interest to Nikkel Corporation and that the men  
should have been moved to the new corporation.

The Company's position was that there was no transfer  
of interest, sale or merger.

Case #CB-2612.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay June 18, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3968

Monarch Institutional Foods - Division of Consolidated Foods Corp.  
and,  
Local 85, San Francisco, California

MASTER  
Dispute

Monarch Institutional Foods request the following change:  
The men would be paid on Thursday of each week, on a full  
Monday through Friday basis. On this plan no regular time  
would be held back as it would be assumed that each man would  
work the full 40 hours. Overtime would be one week behind,  
as of course, it is impossible to transmit overtime in advance.  
Provision has been made at each branch to issue emergency  
checks in the event the mail is delayed, and also to issue  
casual checks on the required daily basis.

The "held back" overtime is completely balanced by the fact  
that under the new plan the men would not have any regular  
time withheld. Every Thursday all personnel would be paid  
the weeks 40 hours regular time in full, plus previous week's  
overtime. All other payrolling would remain the same in  
regard to deductions, vacation, sick leave, etc.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
8-8-3969 Western Transportation

Master The Union's position is that the Company is sub-contracting.  
Dispute

Sub- Case #LD-3798.  
Contracting

JSC Motion: That under Article 32, Section 2, the case is  
referred to JWC for disposition. Motion Carried.

Joint Council #7 Labor-Management Committee date of  
action, May 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3970

Local 180, Los Angeles, California, and  
Consolidated Freightways

O-T-R  
Dispute

Chambers and Morgan are asking to be compensated for one hour pay each man at the applicable rate of pay. This time is claimed for numerous tire checks the drivers made while pulling a load of explosives. Drivers claimed this on Trip #204258 which began on February 21, 1968.

Local 180 takes the position that because these drivers had special instructions to make these additional tire checks that they should be paid for the time.

Case #SC-6-(5)-8-995.

JSC Motion: That the claim of Chambers and Morgan be allowed.

Deadlocked Southern California JSC July 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3971

Local 180, Los Angeles, California, and  
Consolidated Freightways

Interpre-  
tation

Local 180 is asking for an Interpretation of Article 16 of the National Master Freight Agreement as it applies to the following facts. On January 31, 1968, George Boyer and Partner stopped at a truck stop for coffee for approximately 15 minutes. While they were there, because the locks on the doors were not working they were unable to lock the truck and consequently had a considerable amount of clothing and personal effects stolen. The drivers turned in an itemized claim to the Company which was denied.

It is the position of Local 180 that under Article 16, the Company should be required to fix and keep the locks in working order.

Case #SC-6-(5)-8-996.

JSC Motion: That this case is deemed to be an interpretive matter, therefore is forwarded to the Joint Western Area Committee. Motion Carried.

Southern California JSC July 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 180, Los Angeles, California, and  
 8-8-3972 Consolidated Freightways

O-T-R Local 180 is filing a protest on behalf of all Local 180 drivers  
 Dispute at Consolidated Freightways, on April 4, 1968 the Company  
 instructed drivers Liebelt and McCorry while in Akron, Ohio  
 to do work which is not required of them under the Western  
 States Supplemental Agreement. When the drivers told the  
 Company this was not their work the Company insisted they do  
 this to the point that they were told if they refused they would  
 be terminated. Because similar incidents have happened prior  
 to this, Local 180 is asking that the Company be instructed to  
 cease and desist this action.

Case #SC-5-8-993.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC May 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
8-8-3973 Illinois - California Express

O-T-R Local 180 on behalf of Owenbey and Shea takes the position that these  
Dispute men are entitled to 10-1/2 hours pay at \$3.68 per man, a total  
of \$38.64 for each man.

This team arrived in Albuquerque at 1:55 p.m., April 1, 1968 with tractor #923 at which time there were two trailers, #3580 and #3549 loaded for Los Angeles and ready to go. This team was relieved of duty and sent to the hotel. They were not dispatched until 12:30 a.m., April 2, 1968. The Union contends that this is a clear case of abuse of free time and that compensation is due these men. Trip #0663.

Case #SC-6-(5)-8-997.

JSC Motion: That the claim of Owenbey and Shea be denied.

Deadlocked Southern California JSC July 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
8-8-3974 Los Angeles - Seattle Motor Express

O-T-R Frank LeClaire and Puryear are asking to be paid for 19-1/2  
Dispute hours pay when they were runaround in Los Angeles by an Oakland team. This Oakland team were on Truck #3052 and they pulled trailers #6547 and #6439 and were dispatched to Portland at 0645 on April 11, 1968. Local 180 takes the position that this is a violation of the contract and that LeClaire and Puryear should be paid.

Case #SC-6-8-1135.

JSC Motion: That the claim of LeClaire and Puryear be allowed and that the Company and Union be instructed to sit down and work out dispatch rules to cover this type of situation.

Deadlocked Southern California JSC July 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
8-8-3975 Navajo Freight Lines

O-T-R Local 180 is filing a protest against Navajo Freight Lines for  
Dispute taking an improper mileage cut as of April 1, 1968 in accordance  
with Article 56 of the Supplemental Over-The-Road Freight  
Agreement. We request that this Company be instructed to go  
back to April 1, 1968 and add all the excess miles which were  
deducted from the drivers pay checks up to the present date on  
henceforth and hereafter pay the correct miles and apply the  
1/6th formula properly.

Case #SC-6-8-1150.

JSC Motion: That the Company has properly applied the 1/6th  
formula under Article 56, Section 2 of the Over-The-Road  
Supplemental Agreement.

Deadlocked Southern California JSC July 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3976

Local 180, Los Angeles, California, and  
Navajo Freight Lines

O-T-R  
Dispute

Calderera and Roberts are asking for 8-3/4 hours pay when they were runaround in Chicago by drivers Lawrence and Savage. Another Los Angeles team Calderera and Roberts were ahead of Lawrence and Savage in the lineup but arrived in Chicago behind them. Calderera and Roberts arrived in Chicago at 8:15 a.m. on April 11, 1968. Lawrence and Savage were dispatched out of Chicago on April 11, 1968 at 8:16 a.m. with a load which should have been given to Calderera and Roberts. As a result they did not get out until 5:48 pm. causing them to be runaround by 8-3/4 hours. When Calderea and Roberts claimed the time it was denied on the basis that they were over their running time.

Local 180 contends that there is no running time on this run and therefore Calderera and Roberts should be paid 8-3/4 hours pay for each man at the applicable rate.

Case #SC-6-(5)-8-1005.

JSC Motion: That the claim of Calderera and Roberts be denied.

Deadlocked Southern California JSC July 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
8-8-3977 Navajo Freight Lines

O-T-R Charles Dwyer and B. C. Stroud are asking pay for 12 hours  
Dispute to each driver.

This time is for 12 hours which they feel is abuse of free time. They arrived in Amarillo, Texas on April 22, 1968 and were sent to the hotel. The Company then dispatched them back out 12 hours later with a load of explosives which they had sitting on their ammo lot since April 11, 1968.

Case #SC-7-8-1365.

JSC Motion: That the claim of Dwyer and Stroud be allowed.

Deadlocked Southern California JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 180, Los Angeles, California  
8-8-3978                    Local 492, Albuquerque, New Mexico  
                              Local 961, Denver, Colorado, and  
                              Navajo Freight Lines

Master                      At the present time, we are paying our sleeper drivers on  
Dispute                    four week increments the \$3.50 per 1,000 miles subsistence.

The Company desires to change this method of payment and pay the drivers the mileage subsistence pay on their regular weekly payroll check. The subsistence will be properly identified.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
8-8-3979 Pacific Intermountain Express

Interpre- Local 180 takes the position that Ferris and Pettit are entitled  
tation to \$2.75 each man. The Contract, under Article 54, Section  
7 (a), specifically states that subsistence on the Denver to  
Seattle run be paid at the rate of \$4.25 per 24 hour period or  
portion thereof. This team was 57 hours on this run and were  
paid \$10.00 subsistence. Shorted \$2.75, date of denial, May 6/68 -  
Pay log #156960.

Local 180 requests an Interpretation of Article 54, Section 7 (a).  
A factual case is noted above.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 186, Santa Barbara, California, and  
8-8-3980 O. N. C. Motor Freight System

O-T-R Local 186 on behalf of Robert Smith is asking for one day's  
Dispute pay. Smith is our seniority line driver for the Oxnard  
O.N.C. Terminal. He was asked not to report for work  
on the night of April 3rd. The circumstances surrounding  
this one night layoff, is that Local 208 was on strike against  
O.N.C. Consequently, O.N.C. decided to pick up three  
vans of freight from Oxnard, using line drivers from San  
Francisco and Sacramento.

Local 186 feels these three vans of freight were work  
opportunity for Smith and the Company was in violation  
of their contract with us under Article 41, Section 4, -  
change of terminals, when they used the Sacramento line  
driver.

Case #SC-5-8-872.

JSC Motion: That under the facts presented, the claim  
of Robert Smith be denied.

Deadlocked Southern California JSC April 29, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3981

Local 208, Los Angeles, California, and  
Signal Trucking Company

Interpre-  
tation

Driver - House Account - Will G. Bethke.  
This grievance is being filed for a clear ruling on the "House Account" clause, Article 41, Section 2, bidding. Shall above named driver be allowed to exercise his company seniority to bump back to main yard, or any other "House Account?" If so, under what terms and conditions, other than those of being laid off.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
8-8-3982 Transport Cartage & Distributing

Master The Company has shown disregard for Article 6, Section 1  
Dispute of the National Master Freight Agreement in that they dis-  
continued the Christmas bonus in 1967, a past practice of  
this Company for over fifteen years.

Therefore, it is requested that the Company make whole  
any losses suffered by all eligible employees, including  
interest as the result of the Company's alteration of such  
past practice.

Case #SC-5-(3)-8-604.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC May 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
8-8-3983 Garrett Freightlines, Inc.

O-T-R  
Dispute

On May 26, 1968, five Salt Lake sleeper teams were dispatched from Salt Lake City to Seattle with a Seattle lay point with instructions to drop their ammunition loads at the ammunition dump at Silver Eagle (near Tacoma) and to check the Company's Tacoma terminal for instructions. The first two teams out dropped their loads and checked Tacoma as instructed and were told to proceed to their lay point at Seattle where they were placed off duty. The other three teams, upon checking with Tacoma after dropping their loads at the ammo yard were turned back to Salt Lake City.

The Union claims runarounds on behalf of the first two teams who were placed on lay at Seattle, contending that since they were first out they should have been returned to Salt Lake City ahead of the other three teams.

It is the Company's position that the last three teams never reached their layover point in Seattle and that teams enroute can be turned short of the lay point.

Case #1279 (July 68-8).

JSC Motion: That the claims be paid.

Deadlocked Utah-Idaho JSC June 19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3984

Local 222, Salt Lake City, Utah, and  
Garrett Freightlines, Inc.

MASTER  
Interpre-  
tation

Don Silcox is a bid washer with a Monday through Friday work week. The Union claims eight hours at overtime pay for each Saturday within the 45 day time period preceding the filing of this case (June 28, 1968), contending that on such Saturdays, the Company is sending out its pick-up trucks to a service station to be washed.

It is the Company's position that under the provisions of Article 32, it has the right to send off the pick-up trucks to be washed and waxed. The Company states that in the past its pick-up trucks have never been washed and that this is work which has not been performed by the bargaining unit.

Case #1288 (July 68-17).

JSC Motion: That under the provisions of Article 32, Section 2, this case is referred to the Joint Western Area Committee. Motion Carried.

Utah-Idaho JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
8-8-3985 Garrett Freightlines

Interpre- Requesting an interpretation of Article 3, Section 3, of the  
tation Master Agreement concerning whether or not an Employer  
has the right to refuse to accept and withhold a Union  
member's DRIVE check-off assignment authorization.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #  
8-8-3986

Local 222, Salt Lake City, Utah, and  
I. M. L. Freight, Inc.

O-T-R  
Dispute

Salt Lake sleeper team Lewis and Whiteley claim a quarter of an hour per man delay time at a road block due to construction and blasting.

It is the Union's position that the "less than 30 minute rule" is not applicable to road construction and blasting situations and that all such delays are payable under the provisions of the impassable highways article.

It is the Company's position that under previous JWAC decisions (#5-8-3880 and #11-5-2109) such claims are not payable if the delay is less than 30 minutes.

Case #1281 (July 68-10).

JSC Motion: That this case be referred to the Joint Western Area Committee for interpretation as to whether or not the 30 minute rule and the Central States application applies to road construction delays. Motion Carried.

Utah-Idaho JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
8-8-3987 Pacific Intermountain Express

Automotive Devon D. Jepperson is a bid parts man. On Memorial Day  
Dispute the Company did not bid any partsman job, working only a  
skeleton crew.

The Union contends that on that day, mechanics (not part of  
the bargaining unit) were issuing their own parts from the  
stockroom and that this is a violation of Teamster jurisdiction.

The Union cites and relies on JWAC Case #2-8-3596 contending  
that the mechanics should not issue their own parts.

It is the Company's position that for many years, it has a  
well established past practice of the mechanics obtaining their  
own parts room and that on the holiday in question with only a  
skeleton crew on duty, there was not sufficient work to justify  
the employment of a full time parts man.

Case #1291 (July 68-20).

JSC Motion: That the Union's claim be upheld.

Deadlocked Utah-Idaho JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
8-8-3988 Garrett Freightlines, Inc.

O-T-R Local 224 on behalf of James Shelby claims 2 hours abuse of  
Dispute free time on trip ending April 25, 1968, and 5-1/2 hours  
abuse of free time on trip ending April 27, 1968.

Case #SC-6-8-1162.

JSC Motion: That based on the fact that there were empties  
pulled there was no abuse of free time, therefore, the claim of  
James Shelby is denied.

Deadlocked Southern California JSC July 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
8-8-3989 Illinois - California Express

MASTER Case #1163: Local 224 on behalf of Dale E. Parker claims 6  
Dispute hours pay on March 29, 1968, when he had to wait for his pay-  
check.

Case #1164: Local 224 on behalf of Frank L. Quercia claims 3  
hours pay on March 29, 1968 when he waited from 5:00 a.m.  
until 8:00 a.m. for his paycheck.

Cases #SC-6-8-1163 and 1164.

JSC Motion: That the monies claim is denied, however, the  
checks for the line drivers shall be available beginning Friday  
A.M. upon their return to the terminal.

Deadlocked Southern California JSC July 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
8-8-3990 Milne Truck Lines

O-T-R Local 224 on behalf of the following listed men and all other  
Dispute affected 224 line drivers employed at Milne Truck Lines  
claim misdispatch due to the fact that the Company piggybacked  
trailers on the following dates:

|             |               |            |
|-------------|---------------|------------|
| Ecklund     | Leedham       | Oelkers    |
| Dunbar      | Turley        | Booth      |
| McKendrick  | Reppe         | Foster     |
| Carlson     | D. Johnson    | Ron Skiles |
| J. Klistoff | Andy Anderson |            |

March 28 - 26 - 20 - 19 - 14 - 13, 1968.

February 28 - 27 - 21 - 20 - 14 - 7 - 6 - & January 31, 1968.

The above men were available and had hours to go when trailers  
were pigged on the above dates.

Local 224 on behalf of all affected line drivers at Milne want  
to be compensated from the time the trailers were pigged until  
the time the drivers were dispatched.

Case #SC-6-(5)-8-984.

JSC Motion: That based on JWAC Case #8-6-2538, the claim  
of the Union be allowed on the days in question from March 5,  
1968 on, if men and equipment were available.

Deadlocked Southern California JSC July 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
8-8-3991 Pacific Motor Trucking (Freight Division)

O-T-R Local 224 on behalf of John P. Lawr, claims \$42.43 that the  
Dispute Company improperly forced him to pay, as Health and Welfare  
payment when taking a Leave of Absence.

Case #SC-7-8-1304.

JSC Motion: That the Company properly collected the Health  
and Welfare payments prior to the man being granted a Leave  
of Absence under Article 62, Section 3, of the Over-The-Road  
Supplemental Agreement, therefore, the claim of John Lawr  
is denied.

Deadlocked Southern California JSC July 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
8-8-3992 Ringsby Truck Lines

O-T-R Local 224 on behalf of the members employed at Ringsby Truck  
Dispute Lines requests the Joint State Committee to instruct the Company  
to comply with Article 30 of the Over-The-Road Supplement,  
and assign work to the proper bargaining unit.

A factual case: On May 27, 1968, Mr. Archie N. Stanger  
claimed and was denied 1/2 hour for the time spent cleaning  
equipment. Further facts will be presented at the hearing.

Case #SC-7-8-1305.

JSC Motion: That the claim of A. N. Stanger be denied.

Deadlocked Southern California JSC July 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3993

Local 224, Los Angeles, California, and  
Ringsby-Pacific, Ltd.

O-T-R  
Dispute

Local 224 on behalf of George Curley claims mileage and  
check and fuel for a Stockton trip and return as claimed  
with trip sheet #49214 on March 26, 1968, and denied by  
the Company on April 30, 1968.

Case #SC-6-8-1171.

JSC Motion: That based on Article 43, Section 1 (i)  
of the Agreement, the claim of George T. Curley is  
untimely.

Deadlocked Southern California JSC July 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3994

Local 224, Los Angeles, California, and  
Western Gillette

O-T-R  
Dispute

Local 224 on behalf of Dale Caldwell and seven other extra  
board drivers claims misdispatch on April 23, 1968, by  
Hopper Trucks from Los Angeles to Phoenix.

Case #SC-6-8-1178.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC July 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-3995

Local 255, Portland, Oregon, and  
Consolidated Freightways

Automotive  
Dispute

The Union contends that prior to April 1, 1968, the contract did not have a premium rate of pay for the swing shift or the graveyard shift. Men working these shifts were paid at the rate of 2.67 from 6:00 a.m. to 12:00 a.m. on the swing shift and from 12:00 midnight till 8:00 a.m. on the graveyard shift. That prior to April 1, 1968, when the new contract became effective, the Company cut the rate of pay five cents.

The new contract calls for a .05¢ premium for the graveyard shift only. According to the new contract the swing shift starts at 4:00 p.m. instead of 6:00 p.m.

The Union is asking the Company to pay the swing shift the 2.67 rate from the 4:00 p.m. starting time and the graveyard 2.67 plus the .05¢ increase from 12:00 midnight.

Case #1126.

JSC Motion: That the Union position be upheld.

Deadlocked Oregon JSC July 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 255, Portland, Oregon, and  
8-8-3996 O.N.C. Motor Freight System

Automotive Local 255 is protesting the Company's utilization of non-bargaining  
Dispute unit men in the sub-contract of the washing of Company equipment.

The Union is contending that it has been a past practice at United-Buckingham-Norwalk for men within the bargaining unit to wash Company equipment and since this has been done in the past, the Company should continue to use men within the bargaining unit to do this work.

The Company contends that washing Company equipment does not come under 255's jurisdiction. Therefore, the Company feels they have the right to have this work done by people who are not within the bargaining unit.

Case #1112.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC June 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 255, Portland, Oregon, and  
8-8-3997 O. N. C. Motor Freight System

Automotive Local 255 is protesting the violation of Article 38 of the Auto-  
Dispute motive Supplement by O.N.C. This is a violation where the  
Company has allegedly used Local 81 members to do Local 255  
members work.

The Union contends that on February 22, 1968, a premium day,  
the Company closed the shop and Local 81 men fueled trucks,  
depriving a Local 255 man work on this premium day. The  
Unions involved, Local 255 and 81, do have an agreement with  
the Company that from 12:00 midnight until 6:00 a.m., at a time  
when the shop is closed, Local 81 men can fuel trucks when it  
is necessary to do so. However, there is no agreement whereby  
the Company can use Local 81 men to do the work of the shop  
men on holidays.

The Company contends that on the day in question there were  
only 17 trucks fueled and that the time involved was only a couple  
of hours. The Company does not feel that they should be required  
to call a 255 man in to do this work and pay him time and a half.

Case #1096.

JSC Motion: That the claim on the part of Local 255 be  
denied.

Deadlocked Oregon JSC June 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #  
8-8-3998

Local 287, San Jose, California, and  
Consolidated Freightways

Master  
Dispute

The Union claims the Company does not have sufficient lights at terminal yard for breaking and making trains. Claims the Company was supplying flashlights, but now refuses to furnish or maintain same.

The Company's position is that new yard lights are being installed and that the drivers may use the lights on additional tractors.

Case #LD-3785..

JSC Motion: That the Union's position be upheld and the committee is to hold jurisdiction until such time as adequate lighting is installed.

Deadlocked Joint Council #7 Labor-Management Committee  
May 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
8-8-3999 Pacific Intermountain Express

O-T-R A Local 287 driver picked up a load in Oakland and delivered  
Dispute at Ford Motor Company in 287 jurisdiction.

The Union claimed that this is local work and not short line work.

The Company claimed that this is normal short-line procedure.

Case #CB-2535.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC May 20-21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
8-8-4000 U. S. P. Corporation

MASTER The Union claims that on June 13, 1968, and June 14, 1968,  
Dispute the Company used sub-haulers while regular employees did  
not work.

Case #CB-2638.

JSC Motion: That under the provisions of Article 32 (2) this  
case be referred to the Joint Western Area Committee  
Motion Carried.

California Bay JSC July 16, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4001

Local 287, San Jose, California, and  
Western Gillette, Inc.

O-T-R  
Dispute

On April 29, May 8, and 9th, and several other dates, the  
Company delivered straight loads of garlic to Gilroy with a  
Los Angeles based driver.

It was the position of the Union that this was properly Local  
Pick-Up and Delivery work.

Case #CB-2628.

JSC Motion: That due to the facts in this case the claim  
of the Union is denied.

Deadlocked California Bay JSC June 18, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4002

Local 315, Martinez, California,  
Local 150, Sacramento, California, and  
Safeway Stores, Inc.

MASTER  
Dispute

Local 315 protests the move you are making to Sacramento from  
Richmond, concerning delivery of groceries.

Under the terms of the Local Master Agreement at Safeway, it  
guarantees the opportunity of the men going with the work and  
we do not feel that you arbitrarily can make this move without  
guaranteeing the men of their right to go with the work, and  
also the guarantee of job protection of these men when they go  
with the work.

Therefore we are protesting the move that you are contemplating  
until you have gone through all the proper procedures, such as  
filing for Change of Operations under the Master Freight Over-  
The-Road Agreement, and also the guarantee to the local people  
that they will have the same job protection when they go with the  
job that they now have under the existing agreement with Local  
315.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
8-8-4003 Illinois - California Express

MASTER  
Dispute

For and on behalf of - Donald Reilly: "On May 17, 1968, the Company posted a notice changing Company policy and pay day from Thursday to Friday. The Company has, prior to this, posted a notice stating that night employees shall receive their checks on Thursday. It has been done in this manner for past 2-1/2 years with J. Christensen and since January 29, 1968 with I. C. X. I believe this is no more than harrassment on the part of Management and object to their changing Company policy without notifying our Local Union.

Case #SC-7-8-1316.

JSC Motion: That the pay period shall remain as practiced by J. C. Christensen in accordance with Article 6, Section 1, of the National Master Freight Agreement.

Deadlocked Southern California JSC July 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
8-8-4004

Local 357, Los Angeles, California, and  
Transcon Lines

Interpre-  
tation

Complaint by Nielsen: "This complaint is in reply to J. W. Rakocy's 10-C, dated June 5, 1968, File A-630, and I protest his forcing me to retire as of June 30, 1968. My work is perfect and there is no reason for me to retire. I am asking that the Company not discharge me and if they do, that I be reinstated to my job with all seniority and compensated for all time lost.

Case #SC-7-8-1333.

JSC Motion: That this factual case is referred to the Joint Western Area Committee for interpretation of the Pension application under the collective bargaining agreements and their trust. Motion Carried.

Southern California JSC July 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-8-4005

Local 467, San Bernardino, California, and  
Cargo Carriers, Inc.  
Griley Security Freight Lines  
Paxton Trucking Company  
Progressive Transportation Company  
West Transportation  
Winans Bros. Trucking Co.

O-T-R  
Dispute

Local 467 hereby files a grievance against the named trucking Companies under Article 43, Section 5 of the O.T.R. Agreement on behalf of all employees at the Companies Fontana Terminals in the amount of .07¢ per hour effective April 1, 1968 through the date this issue is resolved.

The Companies are in violation of Article 52, Section E, Paragraph 3, of the Over-The-Road Agreement as it applies to the Companies Fontana based drivers.

Cases #SC-6-8-1058 - 1059 - 1060 - 1061 - 1065 - 1066.

JSC Motion: That based on the facts in these cases, true short line is present, therefore, the rate of pay is \$3.89 per hour.

Deadlocked Southern California JSC June 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 467, San Bernardino, California, and  
8-8-4006 McKeown Transportation Company, Inc.

O-T-R Local 467 hereby files a grievance against McKeown Transporta-  
Dispute tion Company, Inc. under Article 43, Section 5, of the Over-  
The-Road Agreement on behalf of Walter Wright in the amount  
of \$96.77 and B. Cargill in the amount of \$86.90.

The Company is in violation of the agreed-to dispatch rules  
(runaround).

Case #SC-7-8-1274.

JSC Motion: That the claim of Wright and Cargill be  
allowed.

Deadlocked Southern California JSC July 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4007

Local 468, Oakland, California, and  
Delta Lines, Inc.

O-T-R  
Dispute

Grievant, John C. Torbet was on an ammo run from Los Angeles to Port Chicago. He took one hour eating stops and the Company paid 1/2 hour.

Union is claiming one hour eating stop.

Case #CB-2552.

JSC Motion: That the position of the Union be upheld.

Deadlocked California Bay JSC May 20-21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #                      Local 468, Oakland, California, and  
8-8-4008                    O. N. C. Motor Freight System

Master                      Maintenance of Standards filed in the name of Jack Erps.  
Dispute

Case #CB-2544.

JSC Motion: That based on the transcript submitted,  
JWAC Case #2-8-3509, the claim of the Union is upheld.

Deadlocked California Bay JSC May 20-21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4009

Local 468, Oakland, California, and  
Ringsby Truck Lines, Inc.

O-T-R  
Dispute

Money claim for 17-1/2 hours May 12 and 13, 1968, in the  
name of Samuel W. Harrison and Ben Leedey.

Union claims that team consistently runs hot to Portland which  
has a 20 hour running time. Union claims that Company dis-  
patched Portland team when they should have turned Harrison  
and Leedey. Claiming runaround.

Company claimed that there is a 20 hour running time to  
Portland and that the Portland team had already been called  
and the dispatch made when Oakland team arrived hot.

Case #CB-2641.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Bay JSC July 16, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 468, Oakland, California, and  
8-8-4010 Western Gillette, Inc.

O-T-R Union claimed infraction of Article 41, Section 2 (Bidding)  
Dispute in the names of all members of Local 468 employed at  
Western Gillette, Inc.

It was the Union's position that between twelve and twenty  
Los Angeles drivers of Local 224 were coming into the Oakland  
terminal each day. They were requesting additional bid runs  
from Oakland to the Los Angeles area.

Case #CB-2623.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Bay JSC June 18, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
8-8-4011 Consolidated Freightways, Inc.

O-T-R The Company operates a Portland-Boise schedule with the  
Dispute driver domiciled in Portland. On April 17, 1968, the Portland driver, having completed his rest at Boise, was dispatched from Boise to Yakima, Washington with a Seattle destined load. At Yakima, he took a second rest and returned to Portland.

The Union claims a runaround on behalf of Walter Lamke, a Boise extra board driver, contending that the Portland driver should have been dispatched directly home, and had he done so, Lamke would have been dispatched with the Seattle load to Yakima.

It is the Company's position that it is not required to dispatch its Portland bid man home empty and then dispatch an extra board man over the same route for the first 130 miles on into Yakima and then return that extra board man empty; that since the Portland man was returned in the general direction of his home that there is no claim payable.

Case #1250 (May 68-16).

JSC Motion: That based on the facts, the claim is denied.

Deadlocked Utah-Idaho JSC May 22, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
8-8-4012 Garrett Freightlines, Inc.

O-T-R  
Dispute

C. L. Smith is a Boise driver with a bid run from Boise to Ely, lay and return. On April 21, 1968, after his rest was up at Ely, he was dispatched from Ely pulling triples. At Twin Falls, he dropped one box and went on to Boise pulling doubles. He was paid the triple rate from Ely to Twin Falls and the double rate from Twin Falls to Boise.

The Union claims the triple rate for the entire trip from Ely to Boise.

It is the Company's position that under a decision of the National Grievance Committee made on or about March 15, 1968, in JWAC Case #2-8-3630, Mr. Smith was properly paid.

Case #1251 (May 68-15).

JSC Motion: That the Union's claim be paid.

Deadlocked Utah-Idaho JSC May 22, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
8-8-4013 United-Buckingham Freightlines

O-T-R  
Dispute

This case involves two separate claims. On February 26, 1968 a Spokane domiciled extra board driver pulled into Boise and when his rest was up departed Boise and returned to Spokane pulling freight originating in Boise. On that day Charles Reed, a Boise bid driver, pulled a Boise-LeGrande-Boise turnaround. Reed contends that had the Spokane extra board driver not taken freight from Boise on in to Pasco on his return to Spokane, Reed would have had the Pasco run and claims the difference in miles.

On March 4, 1968, a Spokane domiciled extra board man who had been dispatched into Boise the day before was returned to Spokane pulling an empty. On this day, bid driver Reed was cancelled.

The Union cites and relies upon JWAC Case #5-8-3882.

On the February 26, 1968 claim, it is the Company's position that Reed's bid expressly permits the Company to dispatch him on turns two days a week, and that during the week in question, his bid was not violated since he received one through run and two runs.

On the March 4th claim, it is the Company's position that Reed was not runaround; that the Spokane man went home empty and that there was no freight available for the bid man and that the bid expressly is made subject to the availability of freight.

Case #1239 (May 68-3).

JSC Motion: That based on the facts and the way the runs are bid and the JWAC decision in Case #5-8-3882, the claims be paid.

Deadlocked Utah-Idaho JSC May 22, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 542, San Diego, California, and  
8-8-4014 Cal-Canadian Motor Express

O-T-R We are claiming all shortages held out of Bobbie Clark's pay  
Dispute which is in the amount of \$873.49. This is for work that was  
done and the Company does not want to pay. We met with  
Bob Manlowe and tried to resolve this claim but nothing came  
of it.

Case #SC-7-8-1282.

JSC Motion: That we hear the facts pertaining to the period  
subsequent to May 5th and that anything prior to May 5th is  
untimely under Article 43, Section 1 (i) of the Agreement.

Deadlocked Southern California JSC July 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 542, San Diego, California, and  
8-8-4015 Mueller Truck Company

O-T-R We are requesting Mueller Truck Company to reimburse  
Dispute Ray Earl Bennett \$8.00 for a smoke ticket when this truck  
had been written up for months and turned into the garage.

Case #SC-7-8-1286.

JSC Motion: That the claim of R. E. Bennett be denied.

Deadlocked Southern California JSC July 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 569, Astoria, Oregon, and  
8-8-4016 Nehalem Valley Motor Freight

O-T-R Local 569 is in dispute with Nehalem Valley Motor Freight over  
Dispute two runaround claims for Robert Moxley.

The Union contends that on March 6th and 8th, Tom Stokes an Astoria, Oregon pick-up and delivery driver delivered freight out of the fifty mile pick-up and delivery radius. The two trips in question were from Astoria to Longview, Washington and at the time the trips were taken by Stokes, line driver Moxley was available to pull the turns.

The Company contends that air miles to Longview, Washington is approximately 43 miles, therefore the trip to Longview would be considered pick-up and delivery work. That Moxley had a bid run from Astoria to Portland and on both occasions the Company had attempted to contact Moxley without success.

Case #1080.

JSC Motion: That the Union's position be upheld and the man be paid the eight hours minimum pay for March 6th and March 8th on runarounds from Astoria, Oregon to Longview, Washington.

Deadlocked Oregon JSC May 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4017

Local 690, Spokane, Washington, and  
United-Buckingham Freightlines

O-T-R  
Dispute

Local 690 is requesting a Spokane - Tacoma bid run.

Case #2093 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC June 19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 690, Spokane, Washington, and  
8-8-4018 United-Buckingham Freightlines

O-T-R Violation of Article 6 of the National Master Freight Agreement  
Dispute and Article 41, Section 1 and 2 of the Western States Area Over-  
The-Road Supplement. Also agreed-upon dispatch and bidding  
rules for bid drivers on bid runs.

Case #1972 (U).

JSC Motion: The dispatch of a Spokane-Yakima bid driver via  
Wenatchee violated Article 6 of the National Master Freight  
Agreement and Article 41, Section 1 and 2 of the Over-The-  
Road Supplement, and also agreed-upon dispatch and bidding  
rules for bid drivers on bid runs.

Deadlocked Washington JSC June 19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 692, Long Beach, California, and  
8-8-4019 McKeown Transportation

O-T-R Local 692 claims on behalf of all employees of McKeown Trans-  
Dispute portation, Torrance Division, where in the past McKeown  
Transportation has paid for checking fuel delay time and for  
all layover time other than the first eight hours.

Local 692 and the members involved will present evidence to  
the committee such as pay slips and logs to substantiate these  
items have been paid for. One case in particular where Loyal  
Kohl and James Harder were denied payments of these items on  
a trip to Seattle from April 22, 1968 to April 26, 1968. The  
Local asks the committee to instruct McKeown Transportation to  
compensate Mr. Kohl and Mr. Harder for the trip mentioned and  
to continue to compensate all employees on the maintenance of  
standards of future trips from the Torrance Terminal. We are  
asking for approximately 20-1/2 hours at \$3.95 per hour for  
Mr. Kohl and Mr. Harder.

Case #SC-7-8-1291.

JSC Motion: That based on the fact that the Company error  
was discovered and corrected in February, the claim of the  
Union is untimely under Article 43, Section 1 (i) of the Agreement.

Deadlocked Southern California JSC July 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 741, Seattle, Washington, and  
8-8-4020 Consolidated Freightways

MASTER Under Article 6, Section 1, of the National Master Freight  
Dispute Agreement: Local 741 claims that previous to April 1, 1968,  
Consolidated Freightways furnished flashlights and upkeep of  
same to their hostlers and road drivers. Local 741 takes the  
position that this should continue as a Maintenance of Standards.

Case #2088 (U).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC May 15, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 741, Seattle, Washington, and  
8-8-4021 Garrett Freightlines

O-T-R Local 741 requests Garrett Freightlines to post for bid the  
Dispute following runs at their Seattle terminal: South - 2 per night;  
1 LaGrande division per night on a six day basis.

Case #2121 (U).

JSC Motions: No. 1: That based on the evidence presented,  
the LaGrande request be denied. Motion Deadlocked.  
No. 2: That the Union's request for two new bids south is  
referred to the JWAC because two Joint Councils are involved.  
Motion Carried.

Washington JSC June 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4022

Local 741, Seattle, Washington, and  
O.N.C. Motor Freight System

Interpre-  
tation

O.N.C. hired Mike Swabland on June 3, 1968 and later sent him to get a physical, whereupon the Company doctor disqualified him and he was terminated on the 28th day of employment . Mike then went to his personal doctor who contradicts the Company doctor's opinion. Although the termination issued Mike Swabland merely stated, "termination due to failure to pass phusical", the Company feels he was terminated under the 30 day clause.

The Union position is that this is a grievance subject to Article 45, Section 1 of the Western States Area Pick-Up & Delivery Supplemental Agreement and claim pay for any time lost by Mike Swabland due to this improper termination.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 741, Seattle, Washington, and  
8-8-4023 Silver Eagle Company

O-T-R Silver Eagle Company terminated E. M. Clippinger on Feb-  
Dispute ruary 8, 1968 and did not pay final monies due him until June  
8, 1968. Under Article 48, Paragraph 4, of the Over-The-Road  
Supplement, we claim Clippinger has a minimum of 40 hours  
per week due him during this delay in payment.

Case #2112 (U).

JSC Motion: That the position of the Union be upheld.

Deadlocked Washington JSC June 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 898, El Centro, California, and  
8-8-4024 Imperial Truck Lines, Inc.

O-T-R CASE #1076: - Shortage of payroll of C. L. Younes, in the  
Dispute amount of \$30.80.

CASE #1077: - Paul Cragg - on the dates of March 18, 19, and  
and 20, 1968, was shorted 1-8/10 hours of pay at short-line rate,  
amounting to \$6.30. On March 21, 1968, Cragg was shorted 4/10  
hour at long-line rate, at \$5.57 per hour, amounting to \$2.23.  
Total amount due Paul Cragg - \$8.53.

CASE #1078: - Melvin C. Smith claims the following: On April  
15, 1968, Trip #42398, \$1.46; April 18/68, Trip #04242, \$1.46;  
or total of \$2.92, time denied spent working in Los Angeles yard.  
Short-line pay. On April 19, 1968, Trip #42429, \$3.28 (1/2 hour  
check time & short 12 miles). April 23, 1968, Trip #42458, \$3.68  
(1/2 hr. check time & 1/2 hr. in L.A. yard). April 24, 1968,  
Trip #00796, \$3.16 (1/2 hr. check time & short 11 miles).  
April 25, 1968, Trip #42476, \$4.20 (1/2 hr. check time & short  
line time & 17 minutes in yard). April 26, 1968, Trip #21538,  
\$2.56 (1/2 hr. check time & 6 miles line time). May 4, 1968,  
Trip #42091, \$1.84 (1/2 hr. check time) Denial issued by  
Company on trip sheets. Long line pay.

Total amount due - \$25.32.

Cases Number SC-6-8-1076, 1077 and 1078.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Southern California JSC June 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-8-4025

Local 961, Denver, Colorado, and  
DC International, Inc.

Automotive  
Dispute

Albert C. Weems states: On June 6, 1968 the Company used  
C & C Tire Company to go to 54th and Bannock Streets and  
remove a tire and wheel from unit #3-736 on DC purchase  
order #96283. I am a bid tireman and was available for a  
call.

I claim a 4 hour call in at time and one-half for work performed  
by a person other than a DC tireman.

Case #44.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-8-4026

Local 961, Denver, Colorado, and  
DC International, Inc.

Automotive  
Dispute

Elwood M. Buttman states: Checking tires at 64th and Quebec  
Street, Adams County, mobile service call. Also changing  
tires at Powder Lot, Mobile Service Call.

Also checking tires at Tri-State Powder Lot, Mobile Service  
call on April 15, 16, 18, and 19, 1968.

Case #26.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-8-4027

Local 961, Denver, Colorado, and  
Navajo Freight Lines, Inc.

O-T-R  
Dispute

C. W. Hale and L. W. Friesen state: We arrived in Albuquerque, New Mexico and punched in at 8:52 a.m. and a team from Kansas City were fixing to depart. Dispatched to Denver, driving tractor #630 - trailer #TS-1638 and we were sent to hotel. We claim 3-1/4 hours.

Case #16.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
8-8-4028

Local 961, Denver, Colorado, and  
Santa Fe Trail Transportation Co.

O-T-R  
Dispute

Ray E. Kittinger states: I was told to take physical examination  
by Horton. I had an appointment at doctor's office for 12:30 p.m.  
and got out at 2:00 p.m. on April 15, 1968.

The ICC requires you to have a physical every three years and  
Santa Fe requires you have one taken every two years.

Case #19.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 983, Pocatello, Idaho, and  
8-8-4029 Garrett Freightlines, Inc.

O-T-R  
Dispute

The Company recently applied for and obtained approval of a Change of Operations eliminating one bid schedule a day from Pocatello to Butte and initiating a new bid schedule from Salt Lake City to Butte, one per day five days per week. The Company has, on occasion, dispatched from Salt Lake City extra board men from Salt Lake City to Butte over and above the bid schedule.

The Pocatello Local claims a runaround for the top man on the Pocatello extra board when a Salt Lake City extra board man runs Salt Lake City to Butte in addition to the bid schedule.

It is the Company's position that it can run additional schedules off the extra board over an approved division without creating runarounds so long as all of its bids are protected.

The issue is whether the Company can run extra schedules over an approved division.

Case #1283 (July 68-12).

JSC Motion: That based upon the fact that the Company has an approved Salt Lake City to Butte division operation, the claim of the Union be denied.

Deadlocked Utah-Idaho JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon, and  
8-8-4030 Consolidated Freightways, Inc.

Discharge Local 81 is protesting the discharge of Eldon Fray on May  
20, 1968, by Consolidated Freightways.

The Company contends that on May 20, 1968, a call was received by the Portland dispatcher at 8:00 pm from Mr. Tilton in Kansas City. Mr. Tilton informed the Company that sleeper driver Eldon Fray had been drinking and had been asked to take the sobriety test. At that time Mr. Tilton said Mr. Fray had agreed to the test.

At 8:30 p.m. another call was received from Mr. Tilton informing the dispatcher Mr. Fray had refused to take the sobriety test and that he was sending him back to Portland by plane. At 11:00 p.m. Mr. Tilton called again and said Mr. Fray would not be on the plane since the airlines had refused to let him board the plane

The Company feels that since Mr. Fray refused the sobriety test and the Airlines refused to let him board, the discharge for drunkenness is justified.

Mr. Fray testifying for himself stated he had been sick for a couple of weeks and was on medication, that he had drank only three beers. Since he could not have been drunk on the three beers, he felt the combination of the medicine and alcohol created the drunken state. Mr. Fray testified that he could not remember refusing to take the sobriety test.

The Union feels Mr. Fray is telling the truth in regard to the amount of alcohol consumed, that he has worked for the Company 16 years and according to other drivers, Mr. Fray has not been known to drink at the away from home terminals.

Case #1092.

JSC Motion: That the Company's position be upheld.

Deadlocked Oregon JSC June 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-8-4031

Local 148, Wenatchee, Washington, and  
Consolidated Freightways

Discharge

Local 148 protests the discharge of Kenneth Black for  
reckless driving on June 12, 1968.

Case #2130 (U).

JSC Motion: That the discharge be upheld.

Deadlocked Washington JSC July 17, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4032

Local 186, Santa Barbara, California, and  
Smith Transportation

Discharge

Local 186 on behalf of Howard E. Hallman, who was unable to work because of proven illness, requests he be reinstated with full seniority rights as of May 6, 1968.

Mr. Hallman was hospitalized on September 2, 1967 due to a nervous condition. At the Company barbecue on October 15, 1967, he reported to the Terminal Manager he did not know when he would be released by the doctor. On May 6, 1968, he presented a signed release by Doctor H. N. Harvey dated May 23, 1968 and requested that he be put back to work. Mr. Hallman was told he had been terminated by Smith Transportation.

Case #SC-7-8-1270.

JSC Motion: That H. E. Hallman be returned to work May 6/68 with full seniority and compensated for all time lost.

Deadlocked Southern California JSC July 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
8-8-4033

Local 208, Los Angeles, California, and  
Panda Terminals of California

Discharge

John R. Gates protests his discharge dated May 22, 1968.

Case #SC-6-8-1269.

JSC Motion: That the discharge of John Gates be sustained.

Deadlocked Southern California JSC June 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 208, Los Angeles, California, and  
8-8-4034 Transcon Lines

Discharge Local 208 on behalf of Dominick J. Scaccia contends that the Company is in violation of the above cited Article and Section of the National Master Freight Agreement. Request is hereby made that this member be returned to work, given proper seniority credit and compensation due for all time lost as a direct result of this violation.

Case #SC-6-8-1260.

JSC Motion: That Dominick Scaccia was properly terminated under Article 3, Section 2 of the National Master Freight Agreement.

Deadlocked Southern California JSC June 12, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 208, Los Angeles, California, and  
8-8-4035 West Coast Cartage Company

Discharge Henry Bartee protests his termination dated 5/7/68 and requests  
that he be returned to work with his full seniority and compensation  
due him for all time lost.

Case #SC-6-8-1187.

JSC Motion: That Henry Bartee voluntarily resigned his  
position with West Coast Cartage Company.

Deadlocked Southern California JSC June 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California, and  
8-8-4036 B. B. D. Transportation Co., Inc.

Discharge Local 224 on behalf of Robert Lee Whisler protests his discharge on April 11, 1968 for carrying an unauthorized passenger. We request he be reinstated with full seniority and compensation for all time lost.

Case #SC-6-8-1158.

JSC Motion: That the discharge is untimely protested and therefore is untimely before this committee.

Deadlocked Southern California JSC June 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
8-8-4037 Cantlay & Tanzola - Division of Western Gillette

Discharge Local 224 on behalf of James B. Wallace protests his discharge on April 10, 1968 for recklessness resulting in a serious accident on April 4, 1968, and requests he be reinstated with full seniority and compensated for all time lost.

Further information at hearing.

Case #T-58-1067.

JSC Motion: That the discharge be sustained.

Deadlocked California Valley Joint State Tank Committee  
May 16, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4038

Local 224, Los Angeles, California, and  
Dart Transportation

Discharge

Local 224 on behalf of William C. Hooker, protests his discharge as of May 1, 1968, for alleged dishonesty. We request that Mr. Hooker be reinstated with full seniority and compensated for all time lost.

Case #SC-6-8-1161.

JSC Motion: That W. C. Hooker, Sr. be returned to work with full seniority and compensated for all time lost.

Deadlocked Southern California JSC June 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 315, Martinez, California, and  
8-8-4039 Petro Lane Transport

Discharge Company claims Albert Newhouse was terminated due to recklessness which resulted in a serious accident. Company claims that the accident report is wrong and that the cause of the accident is not clearly stated - feels the driver went to sleep.

Union read driver's accident report, and is asking for reinstatement of driver. Driver testified that he came down the hill, avoided a deer crossing the highway and was starting up the hill and lost his trailer by avoiding the accident. No citation was issued by California Highway Patrol.

Case #T-58-1087.

JSC Motion: That the discharge be sustained.

Deadlocked California-Arizona Joint State Tank Committee  
(no date given).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 357, Los Angeles, California, and  
8-8-4040                    Western Gillette, Inc.

Discharge                    For and on behalf of: George Abel: On the afternoon of June 6/68 I had developed Auto trouble and had my wife call the Company to say I would try to go in later. (Car was done at Catron Motors, Pomona) As it was, I had trouble getting said auto released. I have a dated receipt. I needed money and went in to work to pick up my check at 10:15 p.m. in which time they had been paying. The foreman refused me and told me to come back at midnight, which I did. I received a telegram the next day, June 7, 1968, saying not to report for work, not specifying the reason why, pending an investigation. On Monday, June 10, 1968, I was told I was fired and I believe this was unjust.

Case #SC-7-8-1335.

JSC Motion: That the discharge of George E. Abel be sustained.

Deadlocked Southern California JSC July 10, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
8-8-4041 Los Angeles - Seattle Motor Express

Discharge This grievance concerns the termination of John Leggio. The Union feels there were many discrepancies in the Company's presentation at the JSC Committee. Full details will be presented at the JWAC in the August, 1968 meeting.

Case #2128 (U).

JSC Motion: That the Company's position be sustained.

Deadlocked Washington JSC June 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
8-8-4042 Pacific Motor Trucking Company

Suspension The Union protests the suspension of Rufus Brown and requests  
all money lost during time lost.  
The Company protested the filing of this case under Article 43 (2),  
claiming an illegal work stoppage by Rufus Brown

Case #CB-2646.

JSC Motion: That the suspension be reduced to a warning  
letter.

Deadlocked California Bay JSC July 16, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
8-7-3296 Garrett Freightlines, Inc.

Warning Teamster Local 741 protests the 67 warning letters written on  
Letters April 26, 1967, by Garrett Freightlines, received in Local 741's  
office on April 27, 1967, by registered mail.

Case #1696 (U).

JSC Motion: (1) Committee to hear 67 warning notices as one  
case with the provision that anyone with a valid excuse for not being  
present may request their case to be heard at the August session of  
the JSC. Motion Carried.  
(2) Case be heard on its merits. Motion Deadlocked.

Washington JSC date of action - July 19, 1967.

JWAC Decision - August 17, 1967: That it be referred back to the  
Joint State Committee to determine whether the strike was authorized  
or not. Motion Carried.

Please be advised that at the Washington Joint State Committee  
meeting held on January 17, 1968, the following decision was  
rendered: "M/S/C the committee finds that the strike was not  
authorized and that this finding be sent to the Joint Western Area  
Committee for their disposition."

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-8-3852 Associated Freight Lines

Warning The Local Union protests the issuance of the questionable warning  
Letters notice to Harry McAlpine, et al which was received as a telegram,  
for being engaged in an alleged "work stoppage" on the date of  
January 29, 1968.

The Local Union submits that this telegram, in fact, does not  
constitute a proper warning notice under the applicable provisions  
of the Freight Agreement.

Further, as a secondary position, the Local Union submits that  
if this telegram is construed as a proper warning notice, then it  
is additionally protested as being unreasonable, unfair and unjust,  
as well as being improperly based upon the pertinent facts involved.

The Local Union, therefore, requests the removal of this telegram  
from the files and personnel records of McAlpine.

This protest also stands as a like and similar protest on behalf  
of the additional members who are similarly involved, having  
received like and similar telegrams as McAlpine. The names  
of these additional members are:

|             |              |              |
|-------------|--------------|--------------|
| G. Peterson | F. Willette  | T. Jackson   |
| J. Taylor   | E. Baedor    | J. Carter    |
| E. Blaue    | J. Earl      | M. Langley   |
| R. Oliver   | K. Goode     | W. Hernandez |
| J. Shaw     | R. Gillespie | B. Morrison  |
| V. Garcia   | R. Gibble    | C. Cockrell  |
| B. Dean     |              |              |

Case #SC-7-(3)-8-499 - (JWC #5-8-3852).

JSC Motion: That the warning notice issued to Harry McAlpine  
et al be sustained.

Deadlocked Southern California JSC July 11, 1968.

May, 1968 JWAC Action: M/m/s/c/ that this case be referred  
to the Area Committee for the purpose of determining the sole  
issue as to whether the telegrams which were issued to the  
complainants met the contractual requirements necessary for  
the telegrams to be considered as warning notices.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
5-8-3854 Brothers Transportation

Warning Local 224 on behalf of Gerald C. Rohling protests the warning  
Letter letter dated 12-12-67 for "unnecessary delay of freight" issued  
to Rohling on 12-23-67 and wishes it withdrawn from his record.

Case #SC-2-(1)-8-188.

JSC Motion: That the warning notice issued to G.C. Rohling  
be withdrawn.

Deadlocked Southern California JSC January 31, 1968.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 911, Klamath Falls, Oregon, and  
5-8-3857 Trans-Western Express

Warning Letter Protest warning letter of January 18, 1968 to Harley Newland.

The Union contends that on January 14, 1968 the day the incident occurred at Portland, driver was dispatched to Oakridge and Mr. Harley out of Klamath Falls to Oakridge and turn. Mr. Harley checked his equipment and since there was no way freight he did not check the trailer numbers. When the driver got to Klamath Falls with his load he broke up the equipment and found a load of lumber, which had previously been pulled from Klamath Falls. He then called Mr. Yates and said that the wrong load had been pulled from Portland. He was told that it would be taken care of and to go to bed. The next day he talked to Mr. Yates and was told that from now on he was to check the equipment numbers, but they would take no action this time. Then a warning letter was issued to Mr. Newland from Portland.

Case # 1029.

JSC Motion: That the warning letter be upheld.

Deadlocked Oregon JSC February 5, 1968.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4044

Local 180, Los Angeles, California, and  
Pacific Intermountain Express

Warning  
Letter

Local 180 on behalf of Kenneth Cexton protests the warning letter issued to him on April 30, 1968. The Company charges excessive speed while transporting explosives.

The Union contends the charges are not born out by facts and that evidence will uphold our contention. Therefore, we request that the letter be rescinded and removed from Cexton's file.

Case #SC-6-8-1151.

JSC Motion: That the warning notice issued to K. Cexton be sustained.

Deadlocked Southern California JSC June 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
8-8-4045 Transcon Lines

Warning Local 180 on behalf of Otis Black protests the warning letters  
Letter issued to him by Transcon for excessive speed. Our contention  
is that the letters are unjust and inaccurate and should be  
rescinded and removed from Black's file.

Case #SC-6-(3)-8-642.

JSC Motion: That the Union failed to prove the Company  
received the protest in the time allotted, therefore, there is  
no protest to the warning notice.

Deadlocked Southern California JSC June 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 315, Martinez, California, and  
8-8-4046 Pacific Intermountain Express

Warning Union claims the warning notice is untimely. Driver's state-  
Letter ment concerning the accident read into the record.

Company read warning notice into the record. Company  
claims that even though it is a problem to hook on to this  
trailer, there is a procedure the men use by hooking up their  
air hoses, then backing under the trailer.

Case #T-68-1102.

JSC Motion: That based on the language in the contract, the  
warning notice was timely. Motion Carried.

JSC Motion: That the warning notice be reduced to a written  
reprimand. Motion Deadlocked.

Deadlocked California-Arizona Joint State Tank Committee  
(no date of action given)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4047

Local 357, Los Angeles, California, and  
Wescar Terminals

Warning  
Letter

Complaint by Friscia: "I was issued a warning notice dated  
April 26, 1968 for excessive absenteeism.

The day before my absent date I had asked to be put on the line  
for my back was hurting me. The next day, which was the  
24th of April, I found it necessary to take the day off to rest  
my back."

Case #SC-7-(6)-8-1120.

JSC Motion: That the warning notice issued to Richard  
Friscia be sustained.

Deadlocked Southern California JSC July 9, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 386, Modesto, California, and  
8-8-4048 Associated Freight Lines

Warning Protest of warning notice. issued to Dwight Dow, March 11/68.  
Letter

Company claims the driver hit the top of his trailer with another trailer causing damage to both trailers. The driver was issued a warning notice. Company feels that the accident, if caused by chuck hole, should have been noted. Claims driver had room to pull left instead of straight ahead.

Union protests yard holes that tip the trailer. The Company has been notified about this and the agent agreed that no warning notice would be used. Union entered pictures of yard.

Case # CV-48-1997.

JSC Motion: That the warning notice be rescinded.

Deadlocked California Valley JSC (no date given).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
8-8-4049 Los Angeles-Seattle Motor Express

Warning Letter Union protests warning letter dated April 19, 1968 in the name  
of W. W. Gibbons.

Company issued grievant warning letter for disobeying a  
reasonable instruction from a Company Supervisor.

Case #CB-2574.

JSC Motion: That the warning letter be rescinded.

Deadlocked California Bay JSC May 20-21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4050

Local 468, Los Angeles, California, and  
Pacific Intermountain Express

Warning  
Letter

Union protests warning letter dated 3/4/68 in the name of  
Myron Kirby.

Company issued warning letter to grievant for abuse of Company  
equipment.

Case #CB-2507.

JSC Motion: That the warning letter be withdrawn.

Deadlocked California Bay JSC May 20-21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4051

Local 699, Hoquiam, Washington, and  
Charles H. Cyr, Inc.

Warning  
Letter

Protest of warning notice to Charles D. Evans dated  
May 22, 1968.

Case #2106 (U).

JSC Motion: That the Warning notice be upheld.

Deadlocked Washington JSC June 19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 898, El Centro, California, and  
8-8-4052 Imperial Truck Lines, Inc.

Warning Arthur McBride protests warning notice for failure to load  
Letter two grates on trailer to Los Angeles.

Case #SC-6-(5)-8-886.

JSC Motion: That the warning notice issued to Arthur  
McBride be sustained.

Deadlocked Southern California JSC June 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 150, Sacramento, California, and  
8-8-4053 Kern Valley Transfer

Suspension Union protests failure of Company to return William Moore to  
work on May 13, 1968 and claims man due day's pay from  
May 13, 1968 until man is returned to work.

Union claimed man had full medical release from Company  
doctor dated May 13, 1968, and the Company refused to put the  
man back to work. Union asking that doctor's decision be  
accepted by the Company and the man be put back to work.

Case #CV-2052.

JSC Motion: That the man be returned to work immediately.

Deadlocked California Valley JSC May 22-23, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
11-7-3379 Santa Fe Trails

Joint Under piggy-back plan 4, the Company is unloading pigs at the pig  
Council #7 ramp in Oakland, then taking them to San Francisco with a Local 70  
Dispute driver and dropped at consignee and unloaded by Local 85 personnel.  
Union's position is that if a Local 70 driver stays with the trailer  
they have objection, but if the trailer is dropped at consignee a  
Local 85 man should be left with the trailer.

The Company's position is that these trailers are moved under the  
piggy-back plan 4.

Case # LD-3364.

Joint Council #7 Labor-Management Committee Motion: That  
since the Local Unions of Joint Council #7 have not negotiated a  
Plan 1-5, and if unlawfully under Article 25, then the Union should  
have the right to sit down with the Company and negotiate, and if  
not agreed on in 60 days, the Union shall have the right to take  
economic action.

Deadlocked Joint Council #7 Labor-Management Committee  
October 19, 1967.

November, 1967 JWAC Action: M/m/s/c/ that the committee retain  
jurisdiction until our next hearing and that our Chairman, Mr. Diviny,  
be instructed with any member of the Association or Associations to  
meet with our General Vice-President of the International and get a  
clarification of the plans on piggyback and where they are applicable  
with the Local Unions and particularly whether they are applicable  
to Joint Council #7.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
11-7-3410 Pacific Motor Trucking

Joint  
Council #7  
Dispute

Work jurisdiction. The Company is dropping trailers at the Payless Drug Stores for Van Load Sales. These trailers are left at the consignee for two-three or four days. The Union's position is that the Company may not drop trailers without local men in attendance.

The Company's position is that it is their historical practice to drop trailers at retail stores for van load sales during which the merchandise is sold from the van. This operation is permissible under revised Article 45, Section 2 (a) and 3, as unloading takes place over an extended period of time.

Cases No. LD-3372 - #3373 - #3374.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
October 19, 1967.

November, 1967 JWAC Action: The Main Committee will hold jurisdiction on this and postpone it until the next meeting.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and  
2-8-3562 Ringsby Truck Lines

Joint Council 7 The Company is trapping American President Lines vans at the  
Dispute consignee or shippers in Local 70 jurisdiction. The shipper or consignee  
is loading or unloading the freight.

The Union's position was that the driver should remain with the van.

The Company's position is that they are only paid by American President Lines for the pull and if any extra labor is performed the American President Lines is billed for it.

Case #LD-3472.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
January 4, 1968.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 85, San Francisco, California, and  
 2-8-3580 Detla Lines, Inc.

Joint Whether or not air freight picked up at the airport is, or is not,  
 Council 7 connecting carrier freight.  
 Dispute

Union's position was that the Company used a swing shift hostler to pick up freight at the airport and bring it to the terminal. The Union is asking for time and a half for the grievant's entire shift.

Company stipulates to facts but took the position that they were a party to the A.C.I. Tariff, that air freight is connecting carrier freight and that the grievant did not deliver the freight but did bring it back to the terminal for loading on outbound units.

Case #LD-3565.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
 January 18, 1968.

February, 1968 JWAC Action: M/m/s/c/ that the committee retain jurisdiction until Local 85 can bring proof that past practice in this area exists. If the rate in this matter is a through rate with division of revenue, the claim of the Union is denied; if two or more rates are applied as a combination of locals, the claim of the Union is allowed.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Pacific Motor Trucking, and  
 5-8-3863 Local 70, Oakland, California

Joint Council #7 The Union claims mail runs to Oakland Army Base are being  
 Dispute performed by line drivers which is Local 70's jurisdiction.

Clarification Case #LD-3668.

Joint Council #7 Motion: That the case be referred to the  
 JWAC for jurisdictional interpretation. Motion Carried.

Joint Council #7 Labor-Management Committee date of  
 action March 7, 1968.

MAY, 1968 JWAC Action: M/m/s/c/ Based on the original  
 agreement, Local 468 will handle the first class mail and  
 Local 70 will handle the second class mail or all other mail  
 and no money claims are allowed.

Pacific Motor Trucking Company requests a clarification of  
 decision rendered in Case #5-8-3863 between Local 70 and  
 P.M.T.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
5-8-3865 Pacific Motor Trucking

Joint Non-Union personnel unloading P. M. T. trailers.  
Council #7

Dispute Union claims Company in violation of Article 45 by claiming rail  
substitute service 2 without having a rail spur track.

Employer claims that trailers move under rail piggy-back plan.

Joint Council #7 Motion: That the Local Unions of Joint Council 7  
have not negotiated plan one through five and if unlawful under Article  
25, for what the Union requests, then the Union should have the  
right to sit down with the Company and negotiate. If not agreed on  
in 60 days the Union shall have the right to take economic action.

Deadlocked Joint Council #7 Labor-Management Committee  
February 1, 1968.

May, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4054

Local 70, Oakland, California, and  
California Motor Express / Delta Lines, Inc.

Joint  
Council #7  
Dispute

Delta picked up vans at Cal Motors terminals and loaded freight that Cal Motors always picked up. Company also used an area lumper. Union claiming a day's pay for the two top seniority men on layoff that day. (Case #LD-3765)

Cases #LD-3741 and 3739: On February 28, and March 6/68 Delta Lines picked up a Van at Cal Motors terminals and loaded parallel freight in the Van and returned to Cal Motors yard. Cal Motors had men on layoff and equipment available. Union claiming a day's pay for a man on layoff that day.

Cases #LD-3765 - 3741 and 3739.

Joint Council #7 Motion: That these cases be referred to the attention of Verne Milton, Special Committee, Joint Western Area Committee. Motion Carried.

Joint Council #7 Labor-Management Committee May 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
8-8-4055 Coast Drayage Company

Joint Union claims that on June 5, 1968, two Local 70 men were  
Council #7 laid off and Company owner was on the forklift performing  
Dispute teamster's work loading trucks on the dock from 5:30 to  
6:00 p.m.

Local 70 is requesting pay for Local 70 man on layoff.

Case #LD-3976.

Joint Council #7 Motion: That the claim of the Union be  
allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
June 18, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
8-8-4056 O. N. C. Motor Freight System

Joint Jurisdiction. A Redding line driver, dispatched to San Francisco  
Council #7 via San Leandro, dropped a loaded trailer at San Leandro and  
Dispute pulled an empty trailer to San Francisco.

The Union's position was that in accordance with a written agreement between the Union and the Company that this work was historically a part of the Trans Bay operation.

The Company's position was that this was a drop and pickup enroute from terminal to terminal and that the Trans Bay operation was not involved since the terminal was closed at the time.

Case #LD3831.

JSC Motion: that based on the facts presented in this case, there is no violation of the pick-up and delivery agreement and the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee  
May 16, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
8-8-4057 O. N. C. Motor Freight System

Joint Intent to suspend. Union protests the intent to suspend Mel  
Council #7 Marks. Grievant was issued a suspension for 5 days for  
Dispute rear end accident.

Case Number - None given. *LD 3811*

JSC Motion: That the suspension be denied.

Deadlocked Joint Council #7 Labor-Management Committee  
May 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4058

Local 70, Oakland, California, and  
Pacific Motor Trucking Company

Joint  
Council #7  
Dispute

The grievant was sent a notice to report for work within 72 hours. When he failed to report, the Company dropped him from the seniority roster.

It was the position of the Union that the grievant had never received the telegram.

Case #LD-3840.

Joint Council #7 Motion: That the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee  
June 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
8-8-4059 Peters Truck Lines

Joint Council #7 Dispute CASE #LD-3773: Union claims Company owner was moving freight on the dock. Union requests that this practice cease and that the Union receive a day's pay for a man on layoff or a substantial amount of money for time worked by the owner to be paid to an employee who worked that shift.

CASE #LD-3774: Union claims Company owner used a fork lift to move freight. The position of the Union is the same as in Case #LD-3773.

Cases #LD-3773 and LD-3774.

JSC Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
May 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4060

Local 85, San Francisco, California, and  
Hills Transportation

Joint  
Council #7  
Dispute

The grievant had been on temporary layoff. He had hired out as a lumper. On February 2, 1968 he had received a Class I License and he told the Company that he was qualified to drive.

It was the Union's position that the Company has worked men with less seniority as drivers and also that the Company, until recently, had refused to give the grievant a driving test.

Case #LD-3982.

Joint Council #7 Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee  
June 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4061

Local 85, San Francisco, California, and  
Nielsen Freight Lines

Joint  
Council #7  
Dispute

It was the position of the Union that the grievant had been hired as a driver and that he was qualified to drive but the Company refused to afford him the opportunity because of a personality conflict.

It was the Company's position that the man was not permitted to drive because the Company had knowledge of his driving record. The Company was paying him the higher rate of pay and occasions did use him as a driver.

Case #LD-3794.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
June 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
8-8-4062 O. N. C. Motor Freight System

Joint Case originally filed by the Company . The Union claimed  
Council #7 O. N. C. employees are due eight hours pay for June 3, 1968,  
Dispute a day when the men performed no work between 7:45. a.m.  
and 1:00 pm. due to an illegal work stoppage.

The Company's position is that the men walked off the job and  
entitled to pay for actual time worked only. The Company  
paid the 8 hours to the employees under protests and is seeking  
relief from the committee by a ruling that this time is not  
payable.

Case #LD-3987.

Joint Council #7 Motion: That under the terms of the agreement  
the men were properly paid eight hours.

Deadlocked Joint Council #7 Labor-Management Committee  
July 18, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\*\* \* \* \* \*

Case #  
8-8-4063

Local 85, San Francisco, California, and  
Walkup's Merchants Express

Joint  
Council #7  
Dispute

On April 16, 1968, the Company posted a nine man list for work on Saturday. These men were scheduled for movements from the San Francisco Chronicle to start at 1:00 p.m. on Saturday. At 5:20 p.m. on April 16, 1968, another shipper called the Company and requested four men for Saturday work beginning at 8:00 a.m. The next four men were taken from the rotation list and scheduled for work at 8:00 a.m. on Saturday.

It was the Union's position that these men were junior to men with the 1:00 p.m. start and that the senior men should have been called in at 8:00 a.m.

Case #LD-3883.

Joint Council #7 Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee  
June 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4064

Local 287, San Jose, California, and  
Dart Transportation

Joint  
Council #7  
Dispute

The Company has freight from Los Angeles loaded on a drom. The short line driver reports for duty at 1:30 a.m. when the terminal is closed, and transfers the freight from the drom to a bobtail. He then proceeds to Ukiah and delivers the freight.

It was the Union's position that the unloading of the freight from the drom was the work of local men.

Case #LD-3816.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
June 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 315, Martinez, California, and  
8-8-4065 Delta Lines

Joint Council #7 The grievance was originally filed by the Union because the  
Dispute Company refused to re-bid the position of day shift piggyback  
ramp hostlers. The Union amended their grievance to read  
that the Company refused to re-bid all positions.

Case #LD-3926.

J. C. #7 Motion: That this case is improperly before the  
committee.

Deadlocked Joint Council #7 Labor-Management Committee  
June 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
8-8-4066

Local 890, Salinas, California, and  
Walkup's Merchants Express

Joint  
Council #7  
Dispute

Union claiming two days funeral leave under Article 59,  
Section 5.

Union claims Preston Biggers is entitled to funeral leave  
pay for attending step fathers funeral in Fresno, California  
on June 5th and 6th, 1968.

Case #LD-4012.

Joint Council #7 Motion: That the Union position be upheld  
based on the interpretation adopted by the Multi-Conference  
and National Grievance Committee on November 2, 1967, in  
particular #5 of said interpretation.

Deadlocked Joint Council #7 Labor-Management Committee  
July 18, 1968.